

Award No. 10158

Docket No. TE-11903

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

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**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**

**THE NEW YORK CENTRAL RAILROAD, Eastern District  
(Except Boston and Albany Division)**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Order of Railroad Telegraphers on the New York Central Railroad (Eastern District), that:

**CASE NO. 1**

1. Carrier violated the terms of the Agreement between the parties when, effective January 7, 1959, it declared abolished, the position of agent at Rosendale, New York, without, in fact, abolishing the work of said position.
2. That Carrier be required to reestablish the position of agent at Rosendale, New York and restore I. K. Kunst to the said position of agent.
3. That for each day the violation continues Carrier shall be required to pay I. K. Kunst for eight hours at the Rosendale rate less any amount earned on any lower rated position he may be required to work or to which he may exercise seniority, plus time and one-half rate for all time worked outside the regularly assigned working hours at Rosendale, New York, in effect prior to January 8, 1959, plus the straight time rate for travel and waiting time from Rosendale to positions worked and return to Rosendale, plus bus fares, car mileage, and all other expenses actually incurred and plus express commissions.
4. That commencing January 8, 1959, and for each day thereafter that the violation continues, Carrier shall be required to pay the senior idle extra employee (Appendix A) or if there be no extra employee, the senior regular employee (Appendix B) on his rest day, for eight hours at the rate applicable to the position of agent at Rosendale, New York. (Note 1).

**CASE NO. 2**

1. Carrier violated the terms of the Agreement between the parties when, effective January 7, 1959, it declared abolished the position of agent at Wallkill, New York without, in fact, abolishing the work of said position.

2. That Carrier shall be required to reestablish the position of agent at Wallkill, New York and restore A. J. Keator to the said position as agent and restore Mrs. F. H. Kent to the position of agent at Phoenicia, New York.
3. That for each day the violation continues, Carrier shall be required to pay A. J. Keator the difference between the Wallkill rate and any lower rated position he may be required to work or to which he may exercise seniority, plus time and one-half rate for all time worked outside the regularly assigned working hours at Wallkill in effect prior to January 7, 1959, plus the straight time rate for travel and waiting time from Wallkill, New York to Phoenicia, New York and return to Wallkill, New York, plus bus fares, car mileage and all other expenses actually incurred, plus express commissions.
4. That for each day the violation continues Carrier shall be required to pay Mrs. F. H. Kent for eight hours at the Phoenicia rate less any amount earned on any lower rated position, including posting, she may be required to work or to which she may exercise seniority, plus time and one-half rate for all time worked outside the regularly assigned hours at Phoenicia, New York in effect prior to January 8, 1959, plus the straight time rate for travel and waiting time from Phoenicia to positions worked (or posted) and return to Phoenicia, plus bus fares, car mileage and other expenses actually incurred, and plus express commissions.
5. That all other employes displaced as a result of the violation hereinafter set out shall be compensated for all wages lost, travel and waiting time, expenses incurred and express commissions lost as provided in the Agreement.
6. That commencing January 8, 1959 and for each day thereafter that the violation continues, Carrier shall be required to pay the senior idle extra employe (Appendix A) or if there be no extra employe, the senior regular employe (Appendix B) on his rest day for eight hours at the rate applicable to the position of agent at Wallkill, New York. (Note 1).

#### CASE NO. 3

1. Carrier violated the terms of the Agreement between the parties when, effective January 7, 1959, it declared abolished the position of agent at Walden, New York without, in fact, abolishing the work of said position.
2. That Carrier shall be required to reestablish the position of agent at Walden, New York and restore Fred Mills to the said position as agent, restore G. W. Trowbridge to the second shift telephoner-leverman position at Int. GY, Newburgh, New York and restore F. W. Hartel to the position of agent at Iona Island, New York.
3. That for each day the violation continues, Carrier shall be required to pay Fred Mills the difference between the Walden rate and any lower rated position he may be required to work, including posting, or to which he may exercise seniority, plus time and one-half rate for all time worked outside the regularly assigned working

hours at Walden, in effect prior to January 8, 1959, plus the straight time rate for travel and waiting time between Walden, plus bus fares, car mileage and all other expenses actually incurred, and plus express commissions.

4. That for each day the violation continues, Carrier shall be required to pay G. W. Trowbridge the difference between the hourly rate of the second shift telephoner-leverman position at Int. CY, Newburgh, New York and any lower rated position he may be required to work, including posting, or to which he may exercise seniority, plus time and one-half rate for all time worked outside the regularly assigned working hours of the second shift telephoner-leverman position at Int. GY, Newburgh, in effect prior to January 8, 1959, plus the straight time rate for travel and waiting time from Int. GY, Newburgh, New York and Iona Island, New York and return to Int. GY, Newburgh, plus bus fares, car mileage and all other expenses actually incurred.
5. That for each day the violation continues, Carrier shall be required to pay F. W. Hartel the difference between the hourly rates of pay of the agent's position at Iona Island, New York and the agent's position at Stony Point-Tomkins Cove, New York to which he made displacement, or any lower rated position he may be required to work or to which he may exercise seniority, plus time and one-half rate for all time worked outside the regularly assigned hours at Iona Island, New York in effect prior to January 8, 1959, plus the straight time rate for travel and waiting time from Iona Island to Tomkins Cove and return to Iona Island, plus bus fares, car mileage and all other expenses actually incurred, and plus express commissions.
6. That all other employes displaced as a result of the violation hereinafter set out, shall be compensated for all wages lost, travel and waiting time, expenses incurred and express commissions lost as provided in the Agreement.
7. That commencing January 8, 1959 and for each day thereafter that the violation continues, Carrier shall be required to pay the senior idle extra employe (Appendix A) or if there be no extra employe, the senior regular employe (Appendix B) on his rest day, for eight hours at rate applicable to the position of agent, Walden, New York. (Note 1).

#### CASE NO. 4

1. Carrier violated the terms of the Agreement between the parties when, effective January 7, 1959, it declared abolished the position of agent at New Paltz, New York without, in fact, abolishing the work of said position.
2. That Carrier be required to reestablish the position of agent at New Paltz, New York and restore T. E. Hayes to the said position of agent, restore O. H. Beach to the first shift telephoner-leverman position at Int. KY, Kingston, New York, restore A. W. Wilbur to the position of relief block man on Relief Block No. 17, restore T. S. Bundy to the third shift telephoner-leverman position at Int. KY, Kingston, New York, restore G. A. Kent to the agent's

position at Saugerties, New York, restore F. E. Siegrist, Jr. to the position of agent at Tomkins Cove, New York and restore A. Borghi to the position of agent at West Norwood, New Jersey.

3. That for each day the violation continues, Carrier shall be required to pay T. E. Hayes the difference between the New Paltz rate and any lower rated position he may be required to work or to which he may exercise seniority, plus time and one-half rate for all time worked outside the regularly assigned working hours at New Paltz, New York in effect prior to January 8, 1959, plus the straight time rate for travel and waiting time from New Paltz, to Int. KY, Kingston and return to New Paltz, plus bus fares, car mileage, and all other expenses actually incurred, and plus express commissions.
4. That for each day the violation continues, Carrier shall be required to pay O. H. Beach the difference between the rate of the first shift telephoner-leverman position at Int. KY, Kingston and the rate of any lower rated position he may be required to work or to which he may exercise seniority, plus time and one-half for all time worked outside the regularly assigned working hours of the first shift telephoner-leverman position at Int. KY, Kingston in effect prior to January 8, 1959, plus the straight time rate for travel and waiting time from Int. KY, Kingston to any position he may be required to work or to which he may exercise seniority and return to Int. KY, Kingston, plus bus fares, car mileage and all other expenses actually incurred.
5. That for each day the violation continues, Carrier shall be required to pay A. W. Wilbur the difference between the rates of the position in Relief Block No. 17 and the rates of any lower rated positions to which he may be required to work or to which he may exercise seniority, plus time and one-half rates for all time worked outside the regularly assigned working hours of Relief Block No. 17 in effect prior to January 8, 1959, plus the straight time rate for travel and waiting time from Int. KY, Kingston, to any position he may be required to work or to which he may exercise seniority and return to Int. KY, Kingston, plus bus fares, car mileage, and all other expenses actually incurred.
6. That for each day the violation continues, Carrier shall be required to pay T. S. Bundy the difference between the rate of the third shift telephoner-leverman position at Int. KY, Kingston and any lower rated position he may be required to work or to which he may exercise seniority, plus time and one-half rates for all times worked outside the regularly assigned working hours of the third shift telephoner-leverman position at Int. KY, Kingston in effect prior to January 8, 1959, plus the straight time rate for travel and waiting time from Int. Ky, Kingston to Saugerties, New York and return, plus bus fares, car mileage and all other expenses actually incurred.
7. That for each day the violation continues, Carrier shall be required to pay G. A. Kent the difference between the rate of the position of agent at Saugerties, New York and the rate of the position of agent at Tomkins Cove, New York, or any lower rated positions he may be required to work or to which he may exercise seniority, plus time and one-half rate for all time worked outside the regu-

larly assigned working hours at Saugerties, New York in effect prior to January 8, 1959, plus the straight time rate for travel and waiting time from Saugerties, New York to Tomkins Cove, New York and return to Saugerties, New York, plus bus fares, car mileage and all other expenses actually incurred.

8. That for each day the violation continues, Carrier shall be required to pay F. E. Siegrist, Jr. the difference between the rate of the position of agent at Tomkins Cove, New York and the rate of the position of agent at West Norwood, New Jersey or any lower rated positions he may be required to work or to which he may exercise seniority, plus time and one-half rate for all time worked outside the regularly assigned working hours at Tomkins Cove, New York in effect prior to January 8, 1959, plus the straight time rate for travel and waiting time from Tomkins Cove, New York to West Norwood, New Jersey and return to Tomkins Cove, New York, plus bus fares, car mileage and all other expenses actually incurred and plus express commissions.
9. That for each day the violation continues, Carrier shall be required to pay A. Borghi the difference between the rate of pay of the position of agent at West Norwood, New Jersey and any lower rated position he may be required to work or to which he may exercise seniority, plus time and one-half rate for all time worked outside the regularly assigned working hours at West Norwood, New Jersey in effect prior to January 8, 1959, plus bus fares, car mileage and all other expenses actually incurred plus express commissions.
10. That all other employees displaced as a result of the violation hereinbefore set out, shall be compensated for all wages lost, travel and waiting time, expenses incurred and express commissions lost as provided in the Agreement.
11. That commencing January 8, 1959, and each day thereafter that the violation continues, Carrier shall be required to pay the senior idle extra employe (Appendix A) or if there be no extra employe, the senior regular employe (Appendix B) on his rest day, for eight hours at the rate applicable to the position of agent, New Paltz, New York. (Note 1).

#### CASE NO. 5

1. Carrier violated the terms of the Agreement between the parties when, effective January 7, 1959, it declared abolished the position of agent at Gardiner, New York without, in fact, abolishing work of said position.
2. That Carrier be required to reestablish the position of agent at Gardiner, New York and restore M. J. Wells to the said position of agent.
3. That for each day the violation continues Carrier shall be required to pay M. J. Wells for eight hours at the Gardiner rate less any amount earned on any lower rated position he may be required to work or to which he may exercise seniority, plus time and one-half rate for all time worked outside the regularly assigned work-

ing hours at Gardiner, New York, in effect prior to January 8, 1959, plus the straight time rate for travel and waiting time from Gardiner to positions worked and return to Gardiner, plus bus fares, car mileage, and all other expenses actually incurred, and plus express commissions.

4. That commencing January 8, 1959 and for each day thereafter that the violation continues, Carrier shall be required to pay the senior idle extra employe (Appendix A) or if there be no extra employe, the senior regular employe (Appendix B) on his rest day for eight hours at the rate applicable to the position of agent at Gardiner, New York, (Note 1).

NOTE 1 — The specific name of the employe entitled to be paid each day the violation continues shall be determined by a joint check of Carrier's records from the names in Appendix A and Appendix B or as these lists may be amended from time to time.

**FINDINGS:** The Third Division of the Adjustment Board finds:

That the dispute was certified to the Third Division of the Adjustment Board ex parte by the complainant party; and

That hearing thereon has been held and concluded. Under date of August 22, 1961, the parties jointly addressed a formal communication to the Secretary of the Third Division requesting withdrawal of this case from further consideration by the Division, which request is hereby granted.

#### AWARD

*Claim dismissed.*

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 27th day of October, 1961.