

**Award No. 10243**

**Docket No. TE-9162**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION  
(Supplemental)**

Walter L. Gray, Referee

**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**

**THE DELAWARE & HUDSON RAILROAD CORPORATION**

**STATEMENT OF CLAIM:** Claim of the General Committee of The Order of Railroad Telegraphers on The Delaware and Hudson Railroad, that:

1. Carrier violated the Agreement between the parties hereto when on January 21, 1956, it caused, required or permitted Trainman Breeler, Extra 4102 North, to handle (receive, copy and deliver) Train Order No. 1 at Bainbridge, New York.
2. Carrier violated the Agreement in failing and refusing to call or permit George D. Goodrich, Agent, to perform the work of handling such order, he being available at the time.
3. Carrier will be required to compensate George D. Goodrich, for one call, as provided in Article 3(d), at the rate of \$2.209 per hour for three hours, total \$6.64.

**EMPLOYES' STATEMENT OF FACTS:** There is in full force and effect a collective bargaining Agreement, effective July 1, 1944, entered into by and between Delaware and Hudson Railroad Corporation, hereinafter referred to as Carrier or Management, and The Order of Railroad Telegraphers, hereinafter referred to as Telegraphers or Employees. The Agreement is, by reference, included in this submission as though copied herein word for word.

This dispute was handled on the property in the usual manner through the highest officer designated by Carrier to handle such claims. The claim was denied by the highest officer and remains an unadjusted dispute. The dispute involves an interpretation of the collective bargaining Agreement, and not having been settled by Management in accordance with the Agreement, is submitted to this Division under the provisions of the Railway Labor Act, as amended.

The dispute involves handling of train order by a train service employee (Trainman Walter Breeler) at Bainbridge, New York on January 21, 1956.

The Claimant (George D. Goodrich) is the duly assigned owner of the position of Agent at Bainbridge, New York. The regular assigned hours are 8:00

to keep the trains moving with a minimum of delay. But the controlling part of Rule 29 (a) insofar as this case is concerned is that part which qualifies the restrictions by limiting its application to offices where an operator is employed."

It is the Carrier's position that claim should be denied account Agent Goodrich not available to perform the service required, and long-established practice, without claim or protest, of others than telegraphers copying train orders at points where telegraphers were not employed or not on duty.

The claim is not supported by agreement rules and practices thereunder and carrier respectfully requests that it be denied.

Management affirmatively states that all matters referred to in the foregoing have been discussed with the committee and made part of the particular question in dispute.

(Exhibits not reproduced.)

**OPINION OF BOARD:** In this case a train service employe copied a train order at a station where a telegrapher is employed, but was not on duty. There was no emergency and the Carrier did not call the Claimant. On the basis of Award 8260 which involved the present parties, the claim will be sustained.

**FINDINGS:** The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement has been violated.

#### AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 12th day of December 1961.