

**Award No. 10773**  
**Docket No. TE-12295**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**THIRD DIVISION**

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**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**  
**ERIE-LACKAWANNA RAILROAD COMPANY**

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

1. (A) Carrier violated and continues to violate the Telegraphers' Agreement when it removed the work being performed by the Agent-Operator at Waverly, N. Y. and transferred to Erie employes outside the scope of the agreement, on the Erie Railroad as covered by Article 1, 12(a) 16 and 24 beginning on September 1, 1959, causing the incumbent H. A. Stickney to retire.

(B) Because of this transfer of work at Waverly, N. Y. on September 1, 1959 in violation of Article 1, 12(a), 16(c-1) thru (c-6) the Carrier shall pay a day's pay at the applicable rate of the Agent-Operator position at Waverly, N. Y., to the senior idle Telegrapher (Extra man preferred) on each subsequent working day until said work is returned to the Scope of Div. 30's Agreement with DL&W and advertised pursuant to the provisions of Article 16(c-1) joint check of records to be made to determine the dates and amounts payable.

2. (A) Carrier violated and continues to violate Article 1, 12(a) and 24 of the Telegraphers' Agreement when it removed the work being performed by the Agent-Operator at Owego, N. Y. and transferred it to Erie employes outside the Scope of the Agreement starting on September 1, 1959.

(B) Because of the transfer of work at Owego, N. Y. on September 1, 1959, in violations of Article 1, 12(a) and 24 the Carrier shall pay a days pay at the appropriate rate of the Agent-operator position at Owego, N. Y. to senior idle telegrapher (extra man preferred) on each subsequent working day (a seven day position) until said work is returned to the scope of Div. 30's Agreement with DL&W, and advertised pursuant to Article 16(c-1), and all adversely affected employes be made whole, and the provisions of Article 15 be allowed during such period, with joint check of records to me made to determine the dates and amounts payable.

3. (A) Carrier violated and continues to violate Article 1, 12(a) and 24 of the Telegraphers' Agreement when it removed the work being performed by the Agent-Operator at Vestal, N. Y. and transferred it to Erie employes, outside of the scope of the agreement starting on September 1, 1959.

(B) Because of this transfer of work at Vestal, N. Y. on September 1, 1959 in violation of the agreement as identified in (A), the Carrier shall pay a day's pay at applicable rate of the Agent-Operator position, plus average daily express commission, at Vestal, to senior idle telegrapher (extra man preferred) on each subsequent working day (a seven day position) until said work is returned to the scope of Div. 30's Agreement with DL&W and advertised in accordance with Article 16(c-1), and all adversely affected employes be made whole and the provisions of Article 15 be allowed during such period of time to affected employes, with joint check of records to be made to determine the dates and amounts payable.

4. (A) Carrier violated and continues to violate Article 1, 12(a) and 24 of the Telegraphers' Agreement when it removed the work being performed by the Agent-operator at Johnson City, N. Y., and transferred it to Erie employes outside the scope of the Agreement, starting on September 1, 1959, other than by agreement.

(B) Because of this transfer of work at Johnson City, N. Y. on September 1, 1959 in violation of the above referred to articles, the Carrier shall pay a day's pay at the applicable rate of the Agent-operator position at Johnson City, N. Y. to the senior idle Telegrapher (extra man preferred), on each subsequent working day (a five day position) until said work is returned to the scope of Div. 30's agreement with DL&W, and advertised pursuant to Article 16(c-1), and all adversely affected employes (through displacements) be made whole, and the provisions of Article 15 be allowed during such period of time, with joint check of records be made to determine the dates and amounts payable.

5. (A) Carrier violated and continues to violate Article 1, 12(a), 16(h-I) and 24 of the Telegraphers' Agreement when it removed the work being performed by the Ticket Agent-Operator, and clerk-operator on 2nd and 3rd tricks at Elmira Ticket Office, and transferred it to Erie employes, on September 1, 1959, the Ticket Agent-Operator position being removed from the scope of the agreement.

(B) Because of this transfer of work at Elmira Ticket Office on September 1, 1959 in violation of Article 1, 12(a), 16(h-I) and 24, the Carrier shall pay a day's pay at applicable rate of Ticket Agent-Operator positions and Clerk-Operator positions on 2nd and 3rd tricks around the clock seven days a week, each 8 hour shift, to senior idle telegraphers (extra men preferred) until said work is returned to the scope of Div. 30's Agreement with DL&W and advertised pursuant to Article 16(c-1), and all adversely affected employes be made whole, and the provisions of Article 15 be allowed during such period of time, with joint check of records to be made to determine the dates and amount.

6. (A) Carrier violated and continues to violate Article 1, 16(h-I) and 24 of the Telegraphers' Agreement when it removed

Elmira Tower and transferred the operations and work to Erie employees on September 1, 1959, without agreement.

(B) Because of this transfer of work at Elmira Tower on September 1, 1959 in violation of the agreement as above indicated, the Carrier will pay a day's pay at applicable rate of Operator-Towermen position (7 days a week), to senior idle telegrapher, extra man preferred, until said work is returned to the Scope of Div. 30's Agreement with DL&W, and advertised pursuant to Article 16(c-1) of the Agreement, and all adversely affected employees (who were removed by displacement) be made whole and the provisions of Article 15 be allowed during such period of time, with joint check of records to be made to determine the dates and amounts payable.

**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 was waived and under date of August 30, 1962, the complainant party addressed a formal communication to the Secretary of the Third Division requesting withdrawal of this case, 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 7th day of September 1962.