

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE DELAWARE AND 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 Agreement between the parties hereto when on August 27, 1956 it caused, required or permitted Train Dispatcher Clarence B. Ryan to handle clearance card Form A at Plattsburg, New York, at a time when Telegrapher George D. Francis was ready, willing and available to perform the work but was not held on duty or called in accordance with the Agreement.

2. Carrier violated the Agreement between the parties hereto when on September 5, 1956 it caused, required or permitted Train Dispatcher Clarence B. Ryan to handle (receive, copy and deliver) Train Order No. 204 at Plattsburg, New York, at a time when Telegrapher Pearl M. Quinn was ready, willing and available to perform such work but was not called in accordance with the Agreement.

3. Carrier shall compensate George D. Francis and Pearl M. Quinn for one call each as provided in Article 3 at the rate of \$1.962 per hour for a total of \$5.89 each.

4. If the violations as set forth in Paragraphs 1 and 2 be continued, then Carrier shall be required to pay employees entitled thereto, proper compensation as provided in the Agreement for each and every date of such violation. The names and amounts due each employee to be determined by joint check of Carrier's records.

EMPLOYES' STATEMENT OF FACTS: There was at the times hereinafter set forth in full force and effect a collective bargaining agreement entered into by and between the Delaware and Hudson Railroad Corporation, hereinafter referred to as Carrier or Management, and The Order of Railroad Telegraphers, hereinafter referred to as Employees or Telegraphers. The agreement was effective July 1, 1944, and has been amended. The agreement as amended is on file with this Division and is by reference made a part of this submission as though set out herein word for word.

The dispute submitted herein was handled on the property in the usual manner through the highest officer designated to handle such disputes and

Carrier to search its records to develop claims of unidentified trainmen on unspecified dates.’”

First Division Award 13296, Referee O'Malley:

“Furthermore, we are here presented with a claim for unknown persons or unknown dates except May 25, 1943. This Division has held that it is not proper to direct the carrier to search and evaluate records to make a claim for the proponents of one.”

First Division Award 14124, Referee Weeks:

“The very lengthy docket and the briefs by both parties contain numerous citations of awards of a similar nature, sustaining and denying such claims, and also instances where claims were considered and allowed for unnamed claimants.

“A blanket claim of this kind would cover so many dissimilar situations that it would make incomprehensible a situation which is now only confusing. It would also require the Carrier to search its records and develop claims for unidentified trainmen on unspecified dates, as was so well stated in Award 11642.”

First Division Award 15214, Referee Kelliher:

“Claim is also denied for ‘pay for all subsequent dates Burro Crane performed service on main lines, for trainmen, who were not called for this service’ because it relates to matters and dates that this Division cannot ascertain from the record.”

First Division Award 16527, Referee Loring:

“These claims are made in behalf of an engine foreman and crew ‘(or the proper crew who stood to be called for service).’ The carrier cannot be required to search its files and records in order to support claimants’ grievances.”

Claims are not supported by agreement rules and practices thereunder and carrier respectfully requests that they 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.

OPINION OF BOARD: This is a dispute between The Order of Railroad Telegraphers and The Delaware and Hudson Railroad Corporation.

Petitioner contends that Carrier violated the Agreement when a Train Dispatcher was allowed to handle train orders.

The issue presented in this claim has been before this Board. Awards 9217, 9914, 10672, and 10914 have settled this issue. It is sufficient to state that we concur with the opinions expressed therein.

For the foregoing reason, we find the Agreement was not violated.

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 Employees involved in this dispute are respectively Carrier and Employees 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 was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 15th day of March 1963.