

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

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**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**

**THE NEW YORK CENTRAL RAILROAD COMPANY (Line West)**

**STATEMENT OF CLAIM:** Claim of the General Committee of The Order of Railroad Telegraphers on the New York Central Railroad, Line West, that:

1. By custom, tradition and agreement the duties and responsibilities of the employees covered by the Telegraphers' Agreement include the transmission, reception and delivery of messages, orders and/or reports of record by telephone, telegraph or mechanical means.
2. The Carrier violated the terms of the agreement between the parties when on September 9, 1952 it required or permitted an employee not covered by the terms of the agreement to transmit by use of the telephone messages and/or reports of record between Wawaka, Indiana, and Toledo, Ohio.
3. The Carrier violated the terms of the agreement between the parties when on September 12, 1952, it required or permitted an employee not covered by the terms of the agreement to transmit by use of the telephone messages and/or reports of record from Millersburg, Indiana, to Toledo, Ohio.
4. The Carrier violated the terms of the agreement between the parties when on August 26, 1953 and each day thereafter that it required or permitted an employee not covered by the terms of the agreement to transmit by telephone, messages and/or reports of record from Kentland, Indiana, to Chicago, Illinois.
5. The Carrier violated the terms of the agreement between the parties when on August 26, 1953 and each day thereafter that it required or permitted an employee not covered by the terms of the agreement to handle and receive messages and/or reports of record from Kentland, Indiana at Chicago, Ill.
6. The Carrier violated the terms of the agreement between the parties when on March 4, 1954, and each day thereafter that it required or permitted an employee not covered by the terms of the agreement to handle and receive messages and/or reports of record on Seniority Districts 6 and 7.
7. The Carrier shall be required to compensate the senior idle employee entitled to perform the work on September 9, 1952, and September 12, 1952, described in Items 2 and 3 above, in the amount of a day's pay of eight hours for each of the days aforesaid. The name of the employee entitled to such compensation to be determined by joint check of Carrier's records.

8. C. E. Harrison, agent-operator at Kentland, Indiana, or other occupants of that position, be allowed a call of 2 hours at time and one-half rate for August 26, 1953, and for each instance such communications described in Item 4 above are handled at Kentland by employees not covered by our agreement.

9. The Carrier shall compensate the senior idle employe covered by the Telegraphers' Agreement on District 6 in the amount of a day's pay account the handling at Chicago, beginning August 26, 1953, of communications described in Item 5 above by an employe not covered by the agreement and for each day succeeding that the violation continues.

10. The Carrier shall compensate the senior idle employe covered by the Telegraphers' Agreement in the amount of a day's pay for March 4, 1954, and for each day thereafter that the violations described in Item 6 above occurred on Seniority Districts 6 and 7.

**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 no hearing thereon has been held, and under date of February 21, 1956, the parties jointly 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: (Sgd.) A. Ivan Tummon  
Secretary

Dated at Chicago, Illinois this 19th day of March, 1956.