

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
THE DELAWARE, LACKAWANNA AND WESTERN
RAILROAD COMPANY

STATEMENT OF CLAIM:

CLAIM NO. 1

(a) Carrier violated the Telegraphers' Agreement when and because on June 10, 1953 it required or permitted, and still requires or permits, conductors to transmit from Portland, outside of the agent-operator's assigned hours, each day, Monday through Saturday of each week, the arrival of their trains at Portland along with the consists of their trains to the dispatcher at Bangor, and receive messages of instructions from said dispatcher; in consequence thereof the agent-operator at Portland shall be allowed a "call" payment for June 10, 1953 and continue to receive a "call" payment each week day thereafter until the practice is discontinued.

(b) Carrier violated the Telegraphers' Agreement when and because on each work day (Monday through Saturday) June 10, 1953 through July 1, 1953, and again each workday (Monday through Saturday) September 29, 1953 through June 7, 1954, it required or permitted a clerk at Portland to copy a car report from the dispatcher at Bangor, outside the Portland operator-clerk's assigned hours; in consequence thereof the clerk-operator at Portland shall be allowed a "call" payment for each day.

(c) Carrier violated the Telegraphers' Agreement when and because on each Saturday (except Saturday, July 4) June 13, 1953 through June 5, 1954, it required or permitted a clerk at Portland to perform all communication service into and out of Portland that was assigned to and performed by the operator-clerk Monday through Friday, except the handling of train orders; in consequence thereof the senior idle extra employe shall be allowed a day's pay for each of said Saturdays; if an extra employe was not available, the Saturday's pay shall be allowed to the incumbent of the operator-clerk's position. The records shall be jointly checked to determine the payees.

CLAIM NO. 2

Carrier violated and continues to violate the Telegraphers' Agreement when and because following a Mediation Agreement between the parties

signed June 9, 1953, it continued to require or permit train service employees at Hill Yard to OS (report arrivals and departures) their trains, transmit train consists, receive messages of instructions, etc., each work day; in consequence thereof beginning with July 13, 1953 and continuing each work day thereafter three senior idle employees, extra in preference, shall be allowed a day's pay representing three eight-hour tricks in each 24-hour period. The records shall be jointly checked to determine the payees.

CLAIM NO. 3

Carrier violated and continues to violate the Telegraphers' Agreement when and because following a Mediation Agreement between the parties signed June 9, 1953, it continued to require or permit train service employees and others not covered by the Telegraphers' Agreement at Bath Junction to report train arrivals and departures, transmit and receive messages and/or reports of record each and every working day; in consequence thereof a senior idle employee, extra in preference, shall be allowed a day's pay for each working day beginning July 1, 1953 and continuing until the violations cease. The records to be jointly checked to determine the payees.

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 December 5, 1958, 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: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 18th day of December, 1958.