

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Phillip G. Sheridan, 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 the Telegraphers' Agreement when on February 23, 24, 25, 26, 28, 29, March 1 and 2, 1956, it caused, required or permitted Conductors to handle (receive, copy and deliver) train orders at Corinth, New York, as shown below:

19 Order No. 2, February 23, 1956, received by Conductor S. Waters.
19 Order No. 1, February 24, 1956, received by Conductor S. Waters.
19 Order No. 3, February 25, 1956, received by Conductor S. Waters.
19 Order No. 3, February 26, 1956, received by Conductor Hewitt.
19 Order No. 5, February 28, 1956, received by Conductor S. Waters.
19 Order No. 1, February 29, 1956, received by Conductor J. Coates.
19 Order No. 3, February 29, 1956, received by Conductor S. Waters.
19 Order No. 16, February 29, 1956, received by Conductor J. Coates.
19 Order No. 2, March 1, 1956, received by Conductor S. Waters.
19 Order No. 2, March 2, 1956, received by Conductor J. Coates.
19 Order No. 4, March 2, 1956, received by Conductor S. Waters.

Agent-telegrapher Austin at Corinth, New York, who was available, was not called to handle this work nor was any extra man called instead.

2. Carrier shall compensate Herbert B. Austin, agent-telegrapher, Corinth, New York, for one call for each above violation under Article 3(d) of the current Agreement. Each call in the amount of \$7.22 (2 hours at \$3.609). Total \$79.42.

3. Further, Carrier violated provisions of Article V, August 21, 1954 Agreement in failing and refusing to state reasons, in writing, for disallowance of the claim.

never mentioned Article V of the August 21, 1954 National Agreement, which covers procedure for handling claims and grievances. It is the carrier's position that there has been no violation of this rule on the part of the carrier.

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.

(Exhibits not reproduced.)

OPINION OF BOARD: The facts and issues involved in Claims 1 and 2 of Award No. 11111, are in all respects similar to the instant case, therefore the Award in No. 11111, shall be an adjudication of this matter.

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 Employee involved in this dispute are respectively Carrier and Employee 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

Claims 1 and 2 sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 11th day of February, 1963.