

NATIONAL RAILROAD ADJUSTMENT BOARD**THIRD DIVISION**

Benjamin H. Wolf, Referee

PARTIES TO DISPUTE:**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)****NEW YORK, SUSQUEHANNA AND WESTERN
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the New York, Susquehanna and Western Railroad, that:

1. The Carrier violated the terms of an agreement between the parties hereto when, effective August 18, 1961, it purported to abolish the Agent-Operator position at Hainsburg Junction without in fact abolishing the work thereof, and since has required Agent-Operator J. C. Cooke (regular assigned agent-operator combination of agencies at Sparta and Sparta Junction per Rule 44(i) under memorandum agreement dated January 23, 1950) to travel some sixty miles each Tuesday and Friday of every week to perform service at Hainsburg Junction.

2. The Carrier shall, commencing sixty (60) days prior to the date upon which this claim is filed, in accordance with paragraph 2, Rule 38, compensate J. C. Cooke for a day's pay (8 hours) at the regular rate of his position at Sparta-Sparta Junction for each Tuesday and Friday or any other day that he may be required to go to Hainsburg Junction and for any expenses incurred in the performance of said service as long as said violation continues, this in addition to his regular wages.

3. Carrier shall permit a joint check of records to determine dates and amount of compensation due Mr. Cooke.

EMPLOYEES' STATEMENT OF FACTS: Agent-Operator J. C. Cooke, claimant in this proceeding, occupied a position which was assigned to work as follows:

Station	Travel Time
Sparta	7:00 A. M.- 7:10 A. M. To Sparta Jct. 15 min.
Sparta Jct.	7:30 A. M.- 8:30 A. M. To Hyper Humus 15 min.

Station	Travel Time
Hyper Humus 8:45 A. M.- 9:45 A. M.	To Stillwater 30 min.
Stillwater 10:15 A. M.-11:15 A. M.	To Blairstown 15 min.
Blairstown 11:30 A. M.-12:30 P. M.	To Sparta Jct. 30 min.
Sparta Jct. 1:00 P. M.- 3:00 P. M.	To Sparta 15 min.
Sparta 3:15 P. M.- 4:00 P. M.	

Commencing August 18, 1961, Carrier arbitrarily included Hainsburg Junction to the list of stations assigned to Mr. Cooke. He was required to perform service thereat on two days of each week, Tuesdays and Fridays, although there may be other days when he was similarly required to perform service at said location. Hainsburg Junction is approximately thirty miles from Sparta, both in New Jersey.

Claim was filed on October 24, 1961, by General Chairman Matthews, wherein payment request of a day's pay (8 hours) was made in favor of Mr. Cooke, for each Tuesday and Friday, and any other day that he was similarly assigned, which claim included a payment request for any expenses incurred by Mr. Cooke as the result of Carrier's wrongful action.

The correspondence exchanged between the parties in the property handling is attached hereto as ORT Exhibits 1 through 9. Said correspondence will disclose that this dispute has been handled in accordance with the requirements of law and rules of procedure of your Board but failed of settlement.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: There is in effect on the property an agreement effective June 18, 1957 between the Carrier and The Order of Railroad Telegraphers covering working conditions and compensation of employes represented by that Organization, which agreement is, by reference, made a part of this submission.

This is a companion case to that submitted by The Order of Railroad Telegraphers under their File 3783 relating to the abolition of the position of Agent-Operator Hainsburg Junction.

Since the facts with respect to the instant case are fully outlined in Carrier's submission in that case submitted by the employes, a copy of Carrier's submission in that case is attached to and made a part hereof, marked Exhibit A. (ORT No. 3783.)

(Exhibits not reproduced.)

OPINION OF BOARD: This claim is a companion to that discussed in Award 14937 and the opinion therein applies to it. For the reasons set forth in said opinion, only Claim No. 1 herein can be sustained, and the rest must be denied.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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 violated.

AWARD

Claim sustained only to the extent indicated in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 16th day of November 1966.