



ORT FILE: 1888
AWARD NO. 13
CASE NO. 13

SPECIAL BOARD OF ADJUSTMENT NO. 266
THE ORDER OF RAILROAD TELEGRAPHERS
vs.

THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY

STATEMENT OF CLAIM:

CLAIM NO. 1

Carrier violated the Telegraphers' Agreement when and because on March 20, 1953 it required or permitted yardmaster Kane at Taylor to OS (reporting arrival and departure time) Train SN-37 to the train dispatcher at a time the agent-operator, J. R. Lydon, at Taylor was off duty; in consequence thereof claimant Lydon shall be allowed a "call" payment in the amount of \$5.58.

CLAIM NO. 2

The Carrier violated the Telegraphers' Agreement when and because on April 24, 1953 and subsequent dates it required or permitted a baggageman at Scranton to "OS" (reporting arrival and departing times) train No. 10 to the train dispatcher. In consequence thereof, the senior idle employe, extra in preference, shall be allowed a day's pay. The records to be jointly checked to determine the payees.

CLAIM NO. 3

Carrier violated the Telegraphers' Agreement when and because on June 28, 1948, it required or permitted Conductor McGuire in charge of Extra 2227 to OS (reporting arrival and departing times) his train at Hanover Yard a location where an operator-clerk is not employed; in consequence thereof the senior idle extra employe on this date shall be allowed a day's pay in the amount of \$10.04.

CLAIM NO. 4

Carrier violated the Telegraphers' Agreement when and because on July 4, 1953 it required or permitted Yardmaster McLaughlin at Binghamton baggageroom to transmit train-delay messages to the train dispatcher at Scranton; in consequence thereof the senior idle employe, extra in preference, shall be allowed a day's pay in the amount of \$15.45. The records shall be jointly checked to determine the payee.

CLAIM NO. 5

Carrier violated the Telegraphers' Agreement when and because at 6:20 P.M. on August 3, 1953 it required or permitted Conductor in charge of Extra 932 at Hercules Jct. to report his train's arrival time to the train dispatcher and the Carrier further violated said agreement when and because on subsequent dates it required or permitted other conductors to report their arrivals

at Hercules Jct.; in consequence of the violation of August 3, the Carrier shall allow a day's pay to the senior idle employe, extra in preference, and the same payment on subsequent dates. The records to be jointly checked to determine the payees.

CLAIM NO. 6

Carrier violated the Telegraphers' Agreement when and because it required or permitted Yardmaster Crowley, Scranton, to transmit a message to Kingston Yard Office on September 1, 1953; in consequence thereof C. Felarsky an idle employe shall be allowed a day's pay in the amount of \$14.68.

CLAIM NO. 7

Carrier violated the provisions of the Telegraphers' Agreement when and because on September 26, 1953 it required or permitted a clerk at Utica Yard office to copy a message at a time operator-clerks at Utica were off duty; in consequence thereof 2nd Trick Operator Clerk R. S. Davies, Utica Yard, shall be allowed a "call" payment in the amount of \$5.58.

CLAIM NO. 8

Carrier violated the Telegraphers' Agreement when and because it required or permitted a baggageroom employe at Binghamton to copy a message from Scranton at 1:30 P.M., October 23, 1953; in consequence thereof the senior idle employe, extra in preference, shall be allowed a day's pay in the amount of \$15.83. A joint check of the record shall be made to determine the payee.

CLAIM NO. 9

Carrier violated the terms of the Telegraphers' Agreement when and because on October 23, 1953 it required or permitted a clerk at Scranton Yard to transmit a message to Binghamton; in consequence thereof the senior idle employe, extra in preference shall be allowed a day's pay in the amount of \$14.80. A joint check of the records shall be made to determine the payee.

CLAIM NO. 10

Carrier violated the Telegraphers' Agreement when and because on December 10, 11, 14, 15, 16, 17, 18, 21, 22 and 23, 1954 and subsequent dates it required or permitted train conductors at Baldwinsville, at times the agent-operator at Baldwinsville was off duty, to transmit to the train dispatcher and others train consists, train arrivals and departures, etc.; in consequence thereof the agent-operator at Baldwinsville shall be allowed a "call" payment for each instance. The records shall be jointly checked to determine occasions subsequent to December 23, 1954.

CLAIM NO. 11

Carrier violated the Telegraphers' Agreement when and because on April 23, 1954 and subsequent dates, it required or permitted

persons outside of the Telegraphers' Agreement at both Scranton Yard office and Gouldsboro Ice House to transmit and receive messages, reports, etc., between the two locations; in consequence thereof, on April 23, 1954 and each subsequent date the transmission or receptions are in evidence a senior idle employe, extra in preference, at each Scranton and Gouldsboro shall be allowed a day's pay. The records shall be jointly checked to determine the payees.

CLAIM NO. 12

Carrier violated the Telegraphers' Agreement when and because it required or permitted Conductor Evans at Northumberland at 6:10 A.M., May 24, 1954, a time the agent-operator at Northumberland was off duty, to transmit the consist of his train to the dispatcher; in consequence thereof the agent-operator at Northumberland shall be allowed a "call" payment in the amount of \$5.85.

CLAIM NO. 13

Carrier violated the Telegraphers' Agreement when and because around the clock on April 17, 1953, and each day thereafter it permitted or required and continues to permit or require persons outside of the Telegraphers' Agreement at East Buffalo to transmit train registers to the dispatchers at Buffalo; in consequence thereof three senior idle employes, extra in preference, one on each eight hour trick of the 24 hour day, shall be allowed a day's pay. The records shall be jointly checked to determine the payees.

CLAIM NO. 14

Carrier violated the Telegraphers' Agreement when and because on January 1, 1952, January 5, 1952 and subsequent dates it required or permitted train dispatchers in Scranton, outside of the assigned hours of the operator-clerk in "Z" office Scranton, to copy train consists from East Buffalo; in consequence thereof the "Z" office operator-clerk shall be allowed a "call" payment for each and every occasion. The records to be jointly checked to determine the dates other than January 1 and 5, 1952.

OPINION OF BOARD:

In Claim 1, the Train Dispatcher at Scranton obtained information by telephone from Yardmaster Kane at Taylor Crossover regarding the arrival and departure of a freight train. Both of the involved points are within Scranton switching limits. There has never been a telegraph service employee assigned at Taylor Crossover. The action complained of has been a practice of many years' duration. We find no merit in this claim. A denial award is required.

Claim 2 protests the action of a Baggage man assigned in the baggage room at Scranton Station in transmitting the following report by telephone to the Train Dispatcher at this station.

"No. 10 arrived 1:22 A.M. departed 1:57 A.M. delayed
account handling U. S. Mail."

Had the Baggage man simply reported to the Dispatcher that this train had been delayed due to mail handling, there would have been no violation of the Telegraphers' Agreement. In this instance, however, the Baggage man performed an OS function which is reserved to the operators at Scranton. This claim will be sustained to the extent of a call payment to the senior assigned employee at Scranton Station on April 24, 1953. It is not possible to establish that the same violation occurred on subsequent specific dates, as alleged by the Organization.

In Claim 3, we find that the Conductor of Extra 2227 reported by telephone to the Train Dispatcher that his train was in to clear at Hanover Yard. The only OS recorded by the Dispatcher in that territory was the time this train passed Plymouth Junction Tower, an OS station east of Hanover Yard, which was reported by an Operator. Moreover, there has never been an operator assigned at Hanover Yard. This claim is without merit and must be denied.

Claim 4 arises out of the action of a Yardmaster located in the baggage-room at Binghamton in transmitting by telephone to the Train Dispatcher at Scranton messages stating that particular trains were delayed at Binghamton due to certain stated reasons. The messages complained of were not communications governing the movement of trains of which a record was required. It further appears that telephone communications of this type have been a common practice on the subject property. There is no rule in the Agreement that expressly reserves such work to telegraph service employees. This claim must be denied.

The type of action complained of in Claim 5 was the subject of a prior claim which was listed in the parties' Mediation Agreement of June 9, 1953 as being withdrawn without qualification. Thus the controversy represented by Claim 5 must be regarded as closed. A dismissal award is required.

Claim 6 protests the action of a Yardmaster at Scranton in advising Kingston Yard by telephone that the waybill for a particular car was in error and giving the corrected information for this car. Telephone conversations of this type between employees outside the Telegraphers' Agreement represent a common practice on this property. This is not the kind of communication which is exclusively reserved to telegraph service employees. The claim must be denied.

Claim 7 alleges the Agreement was violated when a Clerk at Utica Yard Office copied the following message which he received by telephone from the Trainmaster at Binghamton:

"E. H. Penner out of service for 15 days commencing
September 28th to October 12th inclusive."

The above message was for the advice of the Operator-Clerks at Utica Yard who perform crew dispatching as one of their duties. This message was

received by the Clerk on Saturday, which is a rest day for the Operator-Clerks at Utica Yard. The Carrier concedes that had this message been transmitted when an Operator-Clerk was on duty at Utica, he would have handled its receipt for use in connection with the crew dispatching work. The Organization contends this was a formal communication of which a record was required and therefore represented work exclusively reserved to telegraph service employees.

We conclude that the action complained of in this claim is not work over which telegraph service employees have exclusive jurisdiction on this property, either by past practice or by express provision in the subject Agreement. A denial award is warranted.

Claims 8, 9 and 10 involve various communications handled by employees who are outside the scope of the Telegraphers' Agreement. None of these messages, reports, etc. represent communications of record governing the movement of trains. It is further established that communications of this character have been handled by non-schedule employees on the subject property for many years. These three claims will be denied.

Claim 11 involves the transmission and receipt of messages, reports, etc. between non-schedule employees located at the Scranton Yard Office and Carrier's ice house at Gouldsboro, Pennsylvania. These communications concern information on cars to be iced or re-iced. Operator-Clerks are employed at the Scranton Yard Office but no telegraph service employees have ever been assigned at the Gouldsboro Ice House. At the time this claim was filed an Operator was employed at Gouldsboro Station, approximately one mile from the ice house, however. Telephone messages between Scranton Yard Office and the ice house have been handled by non-schedule employees for many years. These messages are not the type of communication over which telegraph service employees hold exclusive jurisdiction. A denial award is warranted.

Claim 12 deals with the action of a Conductor in transmitting a train consist to a Train Dispatcher. This Board has previously held that the transmission and/or receipt of consists by non-schedule employees is not a violation of the subject Agreement. This claim is denied.

Claim 13 alleges that employees outside the Telegraphers' Agreement at East Buffalo were improperly permitted or required to transmit train registers to the Dispatchers at Buffalo. There is practically no evidence in the record to support the allegations contained in this claim, however. The claim will therefore be dismissed.

Claim 14 deals with the handling of communications involving train consists by non-schedule employees. This Board has previously held that such action is not a violation of the subject Agreement. A denial award is required.

AWARD:

The decisions on these claims are as stated in the above Opinion.

/s/ Lloyd H. Bailer
Lloyd H. Bailer, Neutral Member

Dissenting except on Claim #2
W. I. Christopher, Employee Member

/s/ F. Diegtel
F. Diegtel, Carrier Member