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AWARD NO. 16
CASE NO. 16

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

vs.

THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY

CLAIM NO.1

STATEMENT OF CLAIM:

(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 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 of 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

STATEMENT OF CLAIM:

Carrier violared 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 employes 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 employes, extra in preference, shall be allowed a day's pay

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representing three eight-hour tricks in each 24-hour period.
The records shall be jointly checked to determine the payees.

CLAIM NO.3

STATEMENT OF CLAIM:

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.

OPINION OF BOARD:

These three claims were filed in protest against the actions of non-schedule employees in performing certain communication work at the various points specified above. The actions complained of at these locations were the subject of prior claims which the Organization had filed and which were considered by the parties during the mediation proceedings which culminated in the Mediation Agreement dated June 9, 1953. These and similar claims arising on the Carrier's Bangor and Portland Branch are listed in the Mediation Agreement as being withdrawn with the sole qualification that "...the Carrier, within ten days from the effective date of this agreement, will create a Clerk-Operator's position at Portland at a rate of \$1.635 per hour." The Carrier complied with this commitment. It also complied with the understanding reached by the parties that train service employees would not thereafter handle train orders, which they had been doing previously.

Since the actions complained of in the present claims do not deal with train orders, and since the Carrier complied with its commitment to establish a Clerk-Operator's position at Portland, the controversy presented by the instant claims is closed. Thus a dismissal award on each claim is warranted.

A W A R D:

Claims dismissed.

s/ LLOYD H. BAILER
Lloyd H. Bailer Neutral Member

DISSENTING
W. I. Christopher, Employee Member

s/ F. DIEGTEL
F. Diegtel, Carrier Member

New York, New York
July 17, 1959