



ORT FILE: 1936
AWARD NO. 11
CASE NO. 11

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 rules of the Telegraphers' Agreement when and because on August 3, 1953, it required or permitted employes outside of the said Agreement at Bangor and Hoboken to transmit and receive an accident report at a time neither the agent-operator at Bangor nor the operator-clerk at Hoboken was on duty; in consequence thereof each, the agent-operator at Bangor and the operator-clerk at Hoboken shall be allowed a "call" payment in the amount of \$6.04 and \$5.90, respectively.

CLAIM NO. 2

Carrier violated and continued to violate the Telegraphers' Agreement when and because backward 90 days, from September 12, 1953, through October 25, 1953, it required or permitted an assistant chief train dispatcher at Hoboken to copy train No. 44's consist from East End Tower, Scranton, at or about 6:30 pm each day at times the first trick operator-clerk at Hoboken was off duty. Carrier further violated the terms of the Telegraphers' Agreement when it failed to render a decision within the agreed-to time limits; in consequence thereof the incumbent of the first trick operator-clerk position at Hoboken shall be allowed a "call" payment each date from a date 90 days backward from September 12, 1953 and forward through October 25, 1953.

OPINION OF BOARD:

Claim 1 protests the action of a Trainmaster at Bangor in sending information by telephone concerning the derailment and retracking of two cars at Martin's Creek, Pa. This report was received at the Train Dispatcher's Office at Hoboken for the information of the Superintendent, Morris and Essex Division.

This was not a communication of record dealing with the movement of trains, such as a train order or a lineup. We therefore conclude that the action complained of was not a violation of the Telegraphers' Agreement.

Claim 2 protests the action of an Assistant Chief Train Dispatcher at Hoboken in copying a consist received from East End Tower, Scranton. This

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Board has previously held that the transmission and/or receipt of consists by non-schedule employees is not a violation of the Agreement. With respect to the procedural question raised, we find there was confusion on the part of both parties concerning the file numbers applicable to the claims being progressed.

A W A R D:

Claims denied.

/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 8, 1959