

ORT FILE: 1879
AWARD NO. 6
CASE NO. 6

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

THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY

STATEMENT OF CLAIM:

Claim of the General Committee of The Order of Railroad Telegraphers on The Delaware, Lackawanna and Western Railroad that:

1. The Carrier violated the terms of the Telegraphers' Agreement when and because starting on Saturday, August 25, 1951 and continuing each Saturday through March 15, 1952, it required or permitted an employee not covered by the Telegraphers' Agreement to receive communications of record by telephone from Binghamton, which communications are handled by an employee under said Agreement Mondays through Fridays.
2. The Carrier further violated the terms of the Telegraphers' Agreement when and because it did not render a decision to reach the Organization within the time limits prescribed.
3. In consequence of these violations the Carrier shall pay Operator O. L. Chadwick, Norwich, for thirty (30) "Calls" in the amount of \$157.80.

OPINION OF BOARD:

Following the abolishment of the Roustabout at Norwich, one of the duties assigned to the Claimant Clerk-Operator at this location was to obtain information by telephone from the operator at East Binghamton Yard office on cars moving to Norwich on Train BU 21, in order to make up the switch list for BU 21 and to notify consignees of cars being delivered to them. Claimant Clerk-Operator was regularly assigned Monday through Friday, with Saturday and Sunday as rest days. Beginning August 25, 1951 it became necessary to obtain this information on Saturday, whereupon Yard Clerk Wilcox, who was regularly assigned at Norwich freight office, was assigned to perform this work. Effective March 17, 1952 the Yard Clerk position was abolished, and thereafter the Clerk-Operator was called to perform this Saturday work. The claim is that by using the Yard Clerk on Saturday as indicated above, Carrier improperly removed work from the scope of the Telegraphers' Agreement.

As we have previously held (Award No. 1 of this Special Board), the transmission and/or receipt of consists and similar information via telephone is not work exclusively reserved to telegraph service employees. Thus we find no merit to this claim. Moreover, we are unable to conclude that a decision on the merits of this case is precluded by any procedural defect in Carrier's handling of this claim.

A W A R D:

Claim denied.

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

Dissenting
W. I. Christopher, Employee Member
New York, New York
July 8, 1959

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