



PORT FILE: 1880
AWARD NO. 7
CASE NO. 7

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

The Carrier violated the terms of the Telegraphers' Agreement when and because on April 16, 1951, it required or permitted the conductor in charge of train BH-4 to transmit a message from Athenia to the train dispatcher outside of the Assistant Agent's assigned hours; in consequence thereof Assistant Agent Pasmonde shall be allowed a "call" payment.

CLAIM NO. 2

The Carrier violated the terms of the Telegraphers' Agreement when and because on February 17, 1955, it required or permitted a member of the train crew on Extra 611 to transmit a message from Little Falls to the train dispatcher outside of the agent's assigned hours; in consequence thereof Agent P. F. McAloon shall be allowed a "call" payment.

CLAIM NO. 3

The Carrier violated the provisions of the Telegraphers' Agreement when and because on March 10, 1951, it required or permitted a crew member of train HB-5 to transmit a message from Blairstown to the train dispatcher outside of the agent's assigned hours; in consequence thereof agent P. C. Rennert shall be allowed a "call" payment.

CLAIM NO. 4

The Carrier violated the terms of the Telegraphers' Agreement when and because at 1:10 P.M., April 29, 1954, it required or permitted Engineer Bauman in charge of Engine 632 to transmit a message from Nayaug to the train dispatcher; in consequence thereof idle extra employe, E. Troupe, shall be allowed a day's pay in the amount of \$14.96.

CLAIM NO. 5

The Carrier violated the terms of the Telegraphers' Agreement when and because at 5:40 P.M., January 24, 1953, it required or permitted a member of Train NS-38's crew to transmit a message from Rupert to the train dispatcher; in consequence thereof J. Paradise, Jr., shall be allowed a day's pay in the amount of \$14.54.

CLAIM NO. 6

The Carrier violated the provisions of the Telegraphers' Agreement when and because on August 24, 1950, it required or permitted a member of the train crew of Extra 605 West to transmit a message from at or near Nicholson, a closed station, to the train dispatcher; in consequence thereof the Carrier shall pay the senior idle employe extra in preference, a day's pay. The records to be jointly checked to determine the payee.

CLAIM NO. 7

The Carrier violated the rules of the Telegraphers' Agreement when and because on February 13, 1951, it required or permitted a member of HB-5's crew to transmit a message from Nicholson, a closed station 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 payee.

CLAIM NO. 8

The Carrier violated the rules of the Telegraphers' Agreement when and because on October 3, 1950, it required or permitted the Conductor in charge of No. 84 to transmit a message from Old Line Junction, a location where an operator is not employed but where communication facilities are maintained to the train dispatcher; in consequence thereof the senior idle employe extra in preference shall be allowed a day's pay (\$12.57). A joint check of the records shall be made to determine the payee.

CLAIM NO. 9

The Carrier violated the terms of the Telegraphers' Agreement when and because on October 4, 1950, it required or permitted Car Inspector Taylor to transmit a message from Old Line Junction to the train dispatcher; in consequence thereof the senior idle employe, extra in preference, shall be allowed a day's pay in the amount of \$12.57. The records to be jointly checked to determine the payee.

CLAIM NO. 10

The Carrier violated the Telegraphers' Agreement when and because on January 11, 1952, it required or permitted Conductor Allen in charge of train BH-2 to transmit a message from Old Line Junction to the train dispatcher; in consequence thereof extra idle employe, L. Hockins shall be allowed a day's pay, \$14.44.

CLAIM NO. 11

The Carrier violated the Telegraphers' Agreement when and because on August 26, 1952, it required or permitted Conductor Stine in

charge of Way Freight East to transmit a message from Old Line Junction to the train dispatcher; in consequence thereof idle employe P. L. Ruane shall be allowed a day's pay, \$14.52.

CLAIM NO. 12

The Carrier violated the terms of the Telegraphers' Agreement when and because on October 4, 1950, it required a Car Repairman to transmit a message from Kingsley to the train dispatcher at a time the agent-operator was off duty; in consequence thereof Agent-Operator A. J. Masters shall be allowed one hour at pro rata rate.

CLAIM NO. 13

The Carrier violated the Telegraphers' Agreement when and because on Saturday, May 23, 1953, it required or permitted a car department employe to transmit a message from Kingsley to the train dispatcher on the rest day of agent-operator Masters; in consequence thereof, Mr. Master shall be allowed a "call" payment, \$5.43.

CLAIM NO. 14

The Carrier violated the Telegraphers' Agreement when and because on October 6, 1950, it required or permitted a Car Department employe to transmit a message from Alford to the train dispatcher; in consequence thereof the senior idle extra employe shall be allowed a day's pay - \$12.60. The records to be jointly checked to determine the payee.

CLAIM NO. 15

The Carrier violated the Telegraphers' Agreement when and because on September 25, 1952, it required or permitted a Car Department employe to transmit a message from Alford to the train dispatcher; in consequence thereof idle extra employe C. M. Felarsky shall be allowed a day's pay in the amount of \$14.56.

CLAIM NO. 16

The Carrier violated the Telegraphers' Agreement when and because on August 5, 1950, it required or permitted a Car Department employe to transmit a message from Hallstead to the train dispatcher on the rest day of the incumbent agent-operator, C. Folk; in consequence thereof Claimant Folk shall be allowed a "call".

CLAIM NO. 17

The Carrier violated the provisions of the Telegraphers' Agreement when and because on May 17, 1952, it required or permitted a Car Department employe to transmit a message from Conklin, a closed station, to the train dispatcher; in consequence thereof the senior idle operator extra in preference, shall be allowed a day's pay, \$14.31. A joint check of the records to be made to determine the payee.

CLAIM NO. 18

The Carrier violated the terms of the Telegraphers' Agreement when and because on September 15, 1953, it required or permitted a member of the train crew Extra 803 to transmit a message from a wayside telephone located at west end siding, Owego, to the train dispatcher at a time an operator was on duty at Owego station; in consequence thereof idle extra operator J. Witkoski shall be allowed a day's pay, \$14.68.

CLAIM NO. 19

The Carrier violated the terms of the Telegraphers' Agreement when and because on April 7, 1954, it required or permitted trainman Allen in charge of train BS-21 to transmit a message from Medical Center a few miles North of Binghamton to the train dispatcher; in consequence thereof the senior idle operator extra in preference, shall be allowed a day's pay \$14.87. The records shall be jointly checked to determine the payee.

CLAIM NO. 20

The Carrier violated the Telegraphers' Agreement when and because on October 10, 1953, it required or permitted Conductor Johnson in charge of BU-21 to transmit a message from Waterville to the train dispatcher outside of the agent-operator's assigned hours; in consequence thereof agent-operator W. G. Collins shall be allowed a "call" payment in amount of \$5.69.

OPINION OF BOARD:

The twenty claims involved in this case concern various messages transmitted by employees outside the Telegraphers' Agreement from points along Carrier's right-of-way. Most, if not all, of these messages were transmitted to Train Dispatchers. The Organization contends in each instance that this was communication work exclusively reserved to telegraph service employees.

The record establishes that telephone communications of the character here involved have been transmitted by non-schedule employees for many years on this property. Thus there is no past practice indicating that telegraph service employees have performed this work to the exclusion of others. The scope rule of the Agreement does not prescribe the work that is reserved to employees covered thereby. All of these claims are without merit and must be denied.

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