

SPECIAL BOARD OF ADJUSTMENT NO. 132

PARTIES: THE ORDER OF RAILROAD TELEGRAPHERS
THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 71

STATEMENT
OF CLAIM:

1. Carrier violated the agreement between the parties hereto when on December 25, 1954, it refused to permit extra Operator Roy Cresgy, Jr., to work second trick Lawrenceville, Ill.

2. Carrier be required to pay to Roy Cresgy, Jr., one day's pay (8 Hours) at pro rata rate and one day's pay (8 Hours) at the rate of time and one half because of its refusal to permit said Roy Cresgy, Jr. to work second trick Lawrenceville, Illinois on December 25, 1954.

FINDINGS:

Claimant, an extra man, worked the second trick at Lawrenceville, Illinois, on December 23, 24, 26, 29, 30 and 31, 1954. The original message to claimant on December 17 instructed him to work the position on December 23, 26, 29, 30 and 31. Subsequently, the message was changed so as to direct him to work the position on December 24 as well. The incumbent of the regular job on second trick, one Johnson, worked the exclusive agent's position at Lawrenceville during the period of the agent's vacation from December 23 to 31, 1954, there being no available qualified extra man.

The employees assert that Mr. Johnson "moved up" on the agent's position and hence could not have been permitted to work the second trick on December 25, 1954. Employees further cite Section 1 of Agreement effective September 1, 1953 which provides in pertinent part that an extra employee takes the assignment of a regular employee from the time he commences to fill the assignment and assert that claimant was filling the assignment on the second trick within the meaning of that rule.

The basic flaw in the employees' argument is that Mr. Johnson, the regularly assigned incumbent of the second trick position, was working in place of a vacationing employee. The vacation agreement in effect provides that working in the place of a vacationing employee shall not be considered as filling a "vacancy" under other provisions of the Agreement. Consequently, Mr. Johnson was not affected by the "move-up" rule and was at liberty to work his regular position when his services were not required on the rest days of the Agent's position. It follows that there is no basis for a sustaining award.

AWARD

Claim (1), (2) Denied.

Francis J. Robertson
Francis J. Robertson
Chairman

B. N. Kinkead
B. N. Kinkead
Employee Member

T. S. Woods
T. S. Woods
Carrier Member

Dated at Baltimore, Maryland, this 23d day of
August 1957.