

SPECIAL BOARD OF ADJUSTMENT NO. 259

THE ORDER OF RAILROAD TELEGRAPHERS)
)
 vs)
)
 NEW YORK CENTRAL RAILROAD, EASTERN DISTRICT)
 (except Boston and Albany Division) and NEW)
 YORK DISTRICT)

STATEMENT OF CLAIM:

1. Carrier violated the provisions of the Telegraphers' Agreement when it suspended A. P. Danowsky from his regular assignment as Agent at Germantown, N. Y., and required him to perform service at a cross-over switch cabin on May 21, 23, 27, 29; and June 10, 13, 26 and 27, 1958.
2. Carrier shall now be required to compensate A. P. Danowsky for eight hours on each day of the violation at the pro rata rate of his position of Agent at Germantown, N. Y., in addition to any other compensation received from carrier on these dates.

OPINION OF BOARD:

The Germantown, New York station where Claimant Danowsky is regularly assigned as Agent is on a double-track section of Carrier's Main Line between New York City and Albany. On the dates specified in the claim a section of one of the main tracks between Germantown and the next signal station to the north was taken out of service and turned over to the Division Engineer for track work. As a result, Agent Danowsky was required on these dates to proceed to the section house at Germantown, located approximately 1100 feet from the station, in order to operate the hand-thrown crossover switches for train movement. Claimant Danowsky utilized the telephone located in the section house for communication between the Train Dispatcher and Agent. Claimant also was required to walk 300 feet west of the section house to operate certain switches. He was allowed \$5.00 per month extra compensation when required to operate the hand-thrown switches, in accordance with Article 15 (e) of the Agreement. He also was granted certain punitive time which is not involved in the subject claim.

An additional day's pay at pro rata rate is requested for the Claimant for each of the dates on which he performed the work in question. It is asserted that by assigning Claimant to perform this work, Carrier violated Agreement Article 9 (Suspension of Work--Absorbing Overtime), Article 12 (Guarantee) and Article 13 (Regular Employees Performing Relief Work). Third Division Awards 3364 and 8211, among others, are cited in support of the claim.

It should be noted that no position has existed at the subject section house and the adjacent crossover switches. These switches are not used, in fact, in the normal course of railroad operation. Thus it cannot be said that Claimant Danowsky was required to perform the work of another position on the dates specified in the claim. We further note that the subject section house and switches are located in the vicinity of the Germantown station to which Claimant is regularly assigned. Finally, Article 15 (e) of the Agreement contemplates that employes may be required to operate hand-thrown switches, even though this task is not a part of their regular assignment. This provision requires that certain additional compensation shall be granted in such event. As we have seen, Claimant Danowsky was paid this additional amount.

On the basis of the entire record in this case, we are of the opinion and find that Carrier did not violate the Agreement.

AWARD:

Claim denied.

/s/ Lloyd H. Bailer
Lloyd H. Bailer, Chairman

/s/ R. J. Woodman
R. J. Woodman, Employee Member

/s/ Chas. N. Faris
Chas. N. Faris, Carrier Member

New York, New York
December 19, 1958.