

Award No. 11
Case No. 12

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 Agreement when on the 3rd day of January 1958, it caused, required or permitted Conductor M. J. Larkin, an employe not covered by the Telegraphers' Agreement, to handle (receive, copy and deliver) Train Order No. 101 at Kingston, New York.
2. Carrier shall compensate D. R. Glass, senior idle extra employe, in Zone B, River Division on January 3, 1958, for one day (8 hours) at the rate of \$21.88 per hour (minimum pro rata telegrapher's (telephoner's) rate in Zone B, River Division, for the violation aforesaid.

OPINION OF BOARD:

This claim arises on the Carrier's River Division. The Train Dispatcher's office is located at Weehawken, New Jersey. Carrier has a station at Kingston, New York (88 miles north of Weehawken station) where a ticket office is manned by a Ticket Agent covered by the subject Agreement, with assigned hours Monday through Saturday 8:00 A.M. to 5:00 P.M. Signal Station KY, which is approximately 1 3/4 miles north of the Kingston Ticket Office, is manned by a Telephoner-Leverman on each of the three tricks, seven days per week. The only telephone communicatio at SS-KY is a company line. Kingston Yard Office is located between the Ticket Office and SS-Ky. No employee covered by the Telegraphers' Agreement has ever been assigned at the Yard Office. There is commercial telephone service at this point.

During the night of January 2, 1958, a severe ice and sleet storm broke all railroad telephone circuits in Kingston area. At about 5:00 A.M. on January 3, 1958, the Train Dispatcher endeavored to contact the Telephoner-Leverman on duty at SS-KY to copy and deliver a train order to Extra 8207 at Kingston. Being unable to contact SS-Ky on Carrier's telephone, the Train Dispatcher contacted Kingston Yard Office by long distance commercial telephone and issued the train order to Conductor M. J. Larkin, Extra 8207. Service was not restored on the railroad telephone circuits until 1:30 P.M. on January 3. The present claim is that the senior idle Extra Operator, D. R. Glass, should be compensated in the amount of one day's pay because the Agreement allegedly was violated when Conductor Larkin copied and handled the train order under the circumstances described above.

The handling of train orders is work expressly reserved to employees covered by the subject Agreement and to Train Dispatchers, except in cases of emergency, as provided in Article 22. Storms comprise one of the conditions specified as an emergency in Paragraph (c) of Article 22. The existence of a storm per se does not automatically create an emergency situation, however. The question is whether by virtue of the storm, Carrier found it impossible from the operating standpoint to utilize an employee covered by the Telegraphers' Agreement to perform the work in question.

In the subject instance, it is apparent that when it was learned that direct communication with SS-KY had been broken, no attempt was made to contact any other regularly assigned employee, subject to the Agreement, who resides in the Kingston area. Thus the Train Dispatcher did not try to reach Ticket Agent Kent for the purpose of handling the train order in question. There is no contention that said Ticket Agent was not qualified to handle train orders. We, therefore, must hold that Carrier violated the Agreement by assigning the subject train orderwork to the Conductor of Extra 8207. We are unable to sustain the request for compensation for extra employee Glass, however. Since there were regularly assigned employees covered by the Agreement who could have been called, Claimant Glass would not have been used for the subject work in any event.

AWARD:

Part 1 of the claim is sustained. Part 2 is denied.

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
January 20, 1959

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