

The Organization cites a number of Articles of the Agreement which allegedly were violated by the Carrier in the subject instance. We are unable to find that any contractual violation occurred insofar as the reassignment of Claimant to

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Emeryville under the subject circumstances is concerned, however. Clearly, Carrier was faced with an emergency situation, with no advance notice whatsoever that the Agent position at Emeryville would be vacant. It will be noted that Carrier did not learn of this vacancy until one hour after the Emeryville Agent was due to begin his tour of duty. Since no other extra man was available, Management was entitled to use Claimant Pacific to cover this vacancy.

The record indicates that Claimant was paid the rate of the Emeryville Agent position on the date in question. This rate is less than that called for by the Assistant Agent work which Claimant had been called to perform at Gouverneur. He should not suffer a decrease in rate of pay by virtue of the emergency assignment at Emeryville. Claimant was entitled to be compensated for service performed, and for travel time and mileage, in connection with his February 11, 1958, assignment, on the basis of the Assistant Agent rate at Gouverneur, New York.

AWARD:

Claim sustained in accordance with above Opinion.

/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
January 20, 1959