

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 on March 10, 1958, Conductor of Extra 1015 North was allowed to come on the dispatcher's telephone and report the arrival of his train at Parish, New York at a time when that office was closed, and at the same time informed the dispatcher that his train would not be able to reach Pulaski, the next open station north, without delaying train No. 8. The conductor of Extra 1015 North was then required to copy train order No. 41 instructing train No. 8 to take siding and meet Extra 1015 North at Parish. No operator on duty, hand signals will be used. The Conductor of Extra 1015 North was also required to perform the work of a block operator in order to facilitate the meeting of the two trains.
2. Because of this violation the Carrier shall now pay D. Mulcahy, an extra employe who stood first out on the extra list at the time of this violation, one day's pay at the rate of the agent at Parish.

Amount of claim \$17.70.

OPINION OF BOARD:

This claim arises on Carrier's single track St. Lawrence Division. On March 10, 1958 Freight Extra 1015 North was en route with orders to meet First Class Passenger Train No. 8 at Pulaski. Passenger Train No. 8 was scheduled to leave Pulaski at 9:40 p.m. Due to air brake release trouble encountered after a stop at Central Square, Extra 1015 North did not reach Parish until about 9:20 p.m.

Since he could not reach Pulaski and clear there for southward Passenger Train No. 8 without appreciable delay to said train, the Conductor of Extra 1015 reported the situation to the Train Dispatcher from the wayside phone at Parish (the latter station then being closed). The Train Dispatcher tried to contact the Agent at Parish, who was then on rest day, to have him copy and

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deliver the necessary train order for Extra 1015 North but was unable to reach him. The rest day relief operator at Parish, who had already completed his tour of duty that day, had advised all concerned that he would not be available for call after 5:00 p.m. on that date. The Train Dispatcher therefore had the Conductor of Extra 1015, along with the operator then on duty at Pulaski, copy train order No. 41 instructing Passenger Train No. 8 and Extra 1015 to meet at Parish.

The claim is for payment in the amount of one day's pay to extra employe D. C. Mulcahy, who was first out on the extra list at the time the Conductor in question copied the train order at Parish. No other idle extra employe was nearer to the Parish station than the Claimant. The Organization contends Mulcahy should have been called to copy and handle the train order. We note, however, that Claimant's residence is 63 miles from Parish.

Under the confronting set of facts, we are unable to find that Carrier violated the Agreement.

AWARD:

Claim denied.

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

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

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

New York, New York
January 20, 1959