AWARD NO. 7 Case No. 6

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:

- Carrier violated the terms of the Agreement between the parties when it failed to assign Mr. J. F. Launt to perform overtime work on his regular position as first shift Telephoner-Leverman at Signal Station "DV" on his rest day, Tuesday, December 24,1957.
- 2. Carrier shall now compensate J. F. Launt in the amount of \$28.56.

OPINION OF BOARD:

At the time in question, Claimant was regularly assigned to a telephonerleverman position on the first trick at Signal Station DV, Electric Division, with assigned hours of 7:59 A.M. to 3:59 P.M., Claimant's rest days were Monday and Tuesday, on which days the position was protected by a relief telephoner-leverman. Due to anticipated heavy traffic on Tuesday, December 24, 1957, Carrier decided to assign an additional telephoner-leverman at this location between the hours of 8:00 A.M. and 7:00 P.M. There being no qualified extra employes available to perform this work, Carrier assigned relief telephoner-leverman W. A. Vail. The latter held a regular relief assignment at Signal Stations JO and NW, with rest days of Tuesday and Wednesday.

The Organization contends Carrier should have used Claimant Launt to perform this work on overtime on his rest day instead of using an employe regularly assigned at other stations to perform such work on the latter's rest day. At the hearing on this case the Carrier stated the Claimant would have been the logical man to use for the work in question, except that if he had performed this work he would have been prevented by the Hours of Service Law from covering his regular assignment commencing at 7:59 A.M. on December 25, 1957, due to having worked over 9 hours up to 7:00 P.M. on December 24.

If Claimant Launt had actually performed the work here in dispute he also could have worked his regular trick on December 25, 1957, except that it would have been necessary for him to have commenced work one hour later that day in order to avoid violating the Hours of Service Law. Thus we do not see that compliance with said Law made it necessary for the Carrier to call out on his rest day an employe from another location, in order to have the work in question performed. We therefore find that Claimant should have been utilized to perform this work. The proper remedy is that he be compensated in the amount of one day's pay at pro rata rate. SPECIAL BOARD OF ADJUSTMENT NO. 259

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AWARD:

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Claim sustained in accordance with the above Opinion.

Lloyd H. Bailer

<u>s/ R. J. Woodman</u> R. J. Woodman, Employee Member

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

New York, New York December 19, 1958

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