



ORT FILE: 1924
AWARD NO. 17
CASE NO. 17

SPECIAL BOARD OF ADJUSTMENT NO. 266
THE ORDER OF RAILROAD TELEGRAPHERS

vs.

THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY

STATEMENT OF CLAIM:

Carrier improperly assigned Extra Employee E. J. MacHale, C. Felarsky and C. F. Kopetchny in November 1953; in consequence thereof E. J. MacHale shall be allowed \$15.16 representing one lost day's pay, \$3.79 representing travel time between Scranton East End and New Milford, total \$24.20; C. Felarsky shall be allowed \$123.49 representing work denied at Northumberland, \$80.40 representing travel time between Northumberland and other work locations during the period of time involved and \$99.25 representing automobile allowance between Northumberland and other work locations during the period of time involved, total \$293.15, less wages, traveling time and automobile allowance previously paid.

OPINION OF BOARD:

Extra employee MacHale was assigned to fill the vacancy created by the absence of Towerman Witkowski, who had been given permission to be off duty from his second trick position at New Milford Tower on Saturday and Sunday, November 14 - 15, 1953. November 16 and 17 were rest days of this position. Claimant MacHale completed this temporary assignment on November 15. Tuesday, November 17, he was notified to protect a position at East End Tower on the rest days of employee J. Paradise, November 17 and 18. Before MacHale began this new assignment, however, employee Witkowski notified the Carrier that he was unable to return for duty on November 18 and 19. Management then cancelled the East End Tower assignment for MacHale and instructed him to again fill Witkowski's position at New Milford Tower.

As a result, MacHale did not work on November 17 but filled Witkowski's position at New Milford on November 18 and 19. Witkowski returned to duty on November 20. Claimant Felarsky filled the East End Tower position on November 17 and 18, instead of MacHale. Contention is made that MacHale was improperly deprived of a day's work at East End Tower on November 17.

It is also contended in behalf of Claimant Felarsky that since he was required to fill the East End Tower vacancy beginning November 17 to which MacHale was entitled by virtue of being the senior extra list employee, that he (Felarsky) was wrongfully deprived of the opportunity to relieve employee Moyer at Northumberland, who went on vacation from November 18 through December 1. During that period Felarsky worked only four days. Additional compensation is requested for Felarsky as a result of the above handling of extra employee assignments.

MacHale completed his assignment to Witkowski's position on November 15, since as of that time Witkowski was expected to return to work immediately following the rest

AWARD NO. 17
CASE NO. 17

days of this position. As the senior extra list employee on November 17, MacHale was entitled to work the position at East End Tower to which he was first assigned. Thus the Carrier violated the Agreement by revoking this assignment for Claimant MacHale. He is therefore entitled to a day's pay for this date, but only at pro rata rate. The request for travel time and automobile allowance for MacHale must be denied. The November 17 vacancy was at his assigned headquarters.

The claim for Felarsky must be denied because of being speculative in nature.

AWARD:

Claim sustained to the extent indicated in the above Opinion.

/S/ Lloyd H. Bailer
Lloyd H. Bailer, Neutral Member

/S/W. I. Christopher
W. I. Christopher, Employee Member

/S/ F. Diegtel
F. Diegtel, Carrier Member

New York
July 17, 1959