

AWARD NO. 19

CASE NO. 21
SSW FILE 47-313-8

SPECIAL BOARD OF ADJUSTMENT NO. 353

PARTIES) Transportation-Communication Employees Union
TO)
DISPUTE) St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

Claim of the General Committee of The Order of Railroad Telegraphers on the St. Louis Southwestern Railway, that:

1. Carrier violated the agreement between the parties when it failed to properly compensate E. R. Ferguson for December 1, 1962.
2. Carrier shall be required to compensate E. R. Ferguson in the amount of a day's pay (8 hours) at the rate of the third shift Clerk-Telegrapher position at Dallas, Texas, for December 1, 1962, less amount already allowed."

OPINION OF BOARD:

Claimant was protecting the 11:55 P.M. - 7:55 A.M. Clerk-Telegrapher position at the Dallas, Texas Yard Office, due to the regular assigned telegrapher being off work. Claimant protected this vacancy Friday, November 30, 1962, and upon reporting for work at 11:55 P.M. Saturday, December 1, found the regular assigned employee there to protect the position.

Claimant had been instructed to fill the position until advised otherwise. The regular assigned employee sent a telegram to the Chief Dispatcher at Pine Bluff, Arkansas, about noon December 1, advising that he would protect his position that night.

For some reason Claimant was not contacted although the regular employee sent the wire almost 12 hours before the starting time of the position. The regular employee was allowed to work and Claimant was assigned to work the regular relief position at the Dallas yard 7:55 A.M. to 3:55 P.M. both December 2 and 3.

Claimant filed a claim for a 2 hour call and this was allowed by Carrier. The General Chairman filed a claim for eight hours' pay less any compensation already allowed. This claim was denied by Carrier and progressed to this Board.

The issues in this case are similar to those in Award No. 3 S.B.A. 353. In that case we sustained the claim for a day's pay. See also Third Division Award 13936 (Dorsey).

In this case Carrier had more than ample time to advise Claimant and failed to do so. The fact Carrier found him a position to fill the following day is no defense to this claim.

We will sustain the claim.

FINDINGS: That the agreement was violated.

AWARD: Claim sustained.

Don J. Harr
Don J. Harr, Chairman

D. A. Bobo
D. A. Bobo, Employee Member

M. L. Erwin
M. L. Erwin, Carrier Member

Tyler, Texas
December 28, 1966

