

THE ORDER OF RAILROAD TELEGRAPHERS)
 vs)
 THE NEW YORK CENTRAL RAILROAD, EASTERN DISTRICT)
 (except Boston and Albany Division) and)
 NEW YORK DISTRICT)

STATEMENT OF CLAIM:

Claim of the General Committee of the Order of Railroad Telegraphers on the New York Central (Eastern District) that:

1. The Carrier violated the Telegraphers' Agreement, on November 23, 1959, at 10:00 AM, when by bulletin order it closed SS-JS on the Fall Brook seniority district and assigned the work of copying train orders and blocking trains and other operator duties on the Fall Brook seniority district, at SR office.
2. The Carrier shall now restore the work of Telegrapher-Leverman to Operators Mr. W. K. Dibble, Mr. K. R. Callahan, and Mrs. I. F. Stine, regular incumbents, at SS-JS, which it unilaterally took from employees on the Fall Brook seniority district and assigned to employees on the Beech Creek seniority district.
3. All employees adversely affected by the Carrier's improper action. Shall be compensated for all monetary losses sustained, plus travel and waiting time and any necessary expenses incurred.

OPINION OF BOARD:

Having carefully considered all of the evidence submitted in this case, the Board concludes as follows:

Part 1 of the claim should be sustained to the extent that it contends the Carrier violated the controlling agreement by assigning the work of copying train order, blocking trains and other operator duties to employees in another seniority district.

With respect to Part 2 of the claim, Fall Brook seniority district employees have prior rights to the work that was formerly performed at SS-JS but they do not have any contractual right to positions at SS-SR (Beech Creek seniority district) unless the parties execute an agreement to the contrary.

With respect to Part 3 of the claim, the claimant employees named in Part 2 of the claim should be reimbursed in the amount of the difference between what they have earned since January 21, 1960 and what they would have earned from that date to the date of this Award had SS-JS not been discontinued.

AWARD: The Award is as stated in the above Opinion of Board.

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

/s/ L. Faulds
 L. Faulds, Carrier Member

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

New York, N. Y.
 August 3, 1962

INTERPRETATION
AWARD NO. 15
CASE NO. 16

SPECIAL BOARD OF ADJUSTMENT NO. 421

THE ORDER OF RAILROAD TELEGRAPHERS)
vs.)
NEW YORK CENTRAL RAILROAD, EASTERN DISTRICT)
(except Boston and Albany Division) and)
NEW YORK DISTRICT)

INTERPRETATION

Paragraph 12 of the subject parties' agreement dated June 21, 1961, which created this Board, provides that upon the request of either party the Board shall interpret any of its awards concerning which a dispute involving interpretation has arisen. The Carrier has requested an interpretation of our Award No. 15 (Case No. 16) dated August 3, 1962 because a dispute has arisen concerning the application of said award.

The period for which compensation was directed in Award No. 15 was given a termination date (the date of the award) on the assumption that the violation found to have occurred would be corrected promptly. We are now advised that such correction has not yet been made. Adherence to the above-indicated termination date for the compensation directed would therefore frustrate the intent of the Board in rendering Award No. 15. Consequently, we hold that Award No. 15 shall be corrected by eliminating this termination date. The compensation directed in the award shall continue until the agreement violation we have found to exist is corrected. For a comparable interpretation action by the National Railroad Adjustment Board, see Interpretation of Award 20, 173, First Division.

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

s/ L. FAULDS
L. Faulds, Carrier Member

s/ R. J. WOODMAN
R.J.Woodman, Employee Member

March 13, 1963