

AWARD NO. 29
CASE NO. 29
ORT No. - None

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)

STATEMENT OF CLAIM:

1. The Carrier violated the terms of the Telegraphers' Agreement when effective with April 13, 1961, it changed the rest days of the 1st, 2nd and 3rd trick positions, and Relief Position No. 8, all located at interlocking "SK", Selkirk, New York; the 3rd trick position located at Interlocking-101, Rensselaer, New York; and Relief Position No. 6 with headquarters at Rensselaer, New York.
2. Because of the violation the Carrier shall pay to the incumbents of the above listed positions, the following penalty payments:
 - (a) The difference between the pro rata rate and the punitive rate of pay (4 hours pay) for each day, or days, that they are required to work which was a rest day, or rest days, of their changed (old) work week.
 - (b) Eight (8) hours pay for each day, or days, that they are suspended from working on a work day of their changed (old) work week.
3. The above payments shall be made to the below listed claimants and shall continue until the violation is stopped:
 - (a) Mr. C. V. Coyne, incumbent of the 1st trick at Int. "SK", or his successor, shall be paid the above Paragraph 2(a) payment commencing with Tuesday and Wednesday, April 18 and 19, 1961, and continue for each succeeding Tuesday and Wednesday.

Payment under Paragraph 2(b) shall commence with Saturday and Sunday, April 22 and 23, 1961, and continue for each Saturday and Sunday.
 - (b) Mr. D. B. Ogden, incumbent of the 2nd trick at Int. "SK", or his successor, shall be paid the above Paragraph 2(a) payment commencing with Thursday and Friday, April 13 and 14, 1961, and continue for each succeeding Thursday and Friday.

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Payment under Paragraph 2(b) shall commence with Monday and Tuesday, April 17 and 18, 1961 and continue for each succeeding Monday and Tuesday.

- (c) Mr. W. F. Cleary, incumbent of the 3rd trick at Int. "SK" or his successor, shall be paid the above Paragraph 2(a) payment commencing with Saturday and Sunday, April 15 and 16, 1961 and continue for each succeeding Saturday and Sunday.

Payment under Paragraph 2(b) shall commence with Tuesday and Wednesday, April 18 and 19, 1961, and continue for each succeeding Tuesday and Wednesday.

- (d) Mr. C. J. Libertucci, incumbent of Relief Position No. 8, or his successor, shall be paid the above Paragraph 2(a) payment commencing with Sunday and Monday, April 16 and 17, 1961, and continue for each succeeding Sunday and Monday.

Payment under Paragraph 2(b) shall commence with Thursday and Friday, April 20 and 21, 1961, and continue for each succeeding Thursday and Friday.

- (e) Mr. R. J. Van Wormer, incumbent of the 3rd trick at Int.-101, or his successor, shall be paid the above Paragraph 2(a) payment commencing with Friday, April 14, 1961, and continue for each succeeding Friday.

Payment under Paragraph 2(b) shall commence with Wednesday, April 19, 1961 and continue for each succeeding Wednesday.

- (f) Mr. R. E. James, incumbent of Relief Position No. 6, or his successor, shall be paid the above Paragraph 2(a) payment commencing with Tuesday and Wednesday, April 18 and 19, 1961, and continue for each succeeding Tuesday and Wednesday.

Payment under Paragraph 2(b) shall commence with Sunday and Monday, April 23 and 24, 1961, and continue for each succeeding Sunday and Monday.

OPINION OF THE BOARD:

The evidence discloses that due to the circumstances involved in this particular case, service requirements dictated the change in rest days of the involved position (wire chief-telegrapher-leverman at SS-SK) to Saturdays and Sundays. The change in rest days for this position necessitated changing the scheduled rest days for the other positions cited in the claim. For these reasons the entire claim must be denied.

AWARD: Claim denied.

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

/s/ L. Faulds
L. Faulds, Carrier Member
June 25, 1963

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