

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. Carrier violated the terms of the agreement between the parties when, on June 2, 1963, it required O. Kieran to perform service on other than his regular position and refused to compensate him properly in accordance with said agreement.

2. Carrier shall be required to pay O. Kieran the amount of \$2.50, said amount being the difference between \$30.97 paid and \$33.47 which should have been paid on the basis of his rate on his regularly assigned position at Int. "B".

OPINION OF BOARD:


Claimant Kieran was the regular assigned incumbent of the first trick Telephoner Leverman position at Interlocking "B" Albany, New York, working from 6:59 A.M. to 2:59 P.M. Tuesday through Saturday. The rest days of Sunday and Monday were covered by a regular assigned relief employee.

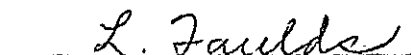
At 1:40 P.M. on Sunday, June 2, 1963, train NY-2 derailed in the vicinity of Rotterdam Junction, New York. The Carrier called Claimant Kieran to serve as a block operator to assist in routing trains around the derailed train, and paid him time and one-half for eight hours at the lower rate of the block operator position he covered. The contention in this claim is that claimant should have been paid on the basis of the rate of his regular assigned position at Interlocking "B".

Under the circumstances that prevailed in this particular case, we think the claimant was entitled to be paid on the basis of the rate of his regular assigned position.

AWARD:

Claim sustained.


Lloyd H. Bailer, Chairman


L. Faulds, Carrier Member


R. J. Woodman, Employee Member

Entered September 27, 1964