

AWARD NO. 5
CASE NO. 5
ORT NO. 3196

SPECIAL BOARD OF ADJUSTMENT NO. 421

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

STATEMENT OF CLAIM:

1. The Carrier violated the terms of the Telegraphers' Agreement when on August 27 and 28, 1959, it required Mr. F. J. Wright, incumbent of the assistant ticket agent position at Amsterdam, New York, to perform relief service on the freight agent's position at Fonda, New York, at a time when no emergency existed, as defined by the terms of the Agreement.
2. Because of the violation the following payments shall be made to the following named telegraph service employees:
 - (a) Mr. F. J. Wright shall be paid the difference in the pro rata rate and the punitive rate of pay of the freight agent's position at Fonda, New York, for relief service performed on the said position on August 27 and 28, 1959.
 - (b) Mr. T. W. Ambridge, incumbent of Relief Position No. 30, shall be paid the difference between the pro rata rate and the punitive rate of pay for relief service performed on the assistant ticket agent's position at Amsterdam, New York, on August 27, 1959.
 - (c) Mr. J. S. Leggiero, incumbent of 3rd trick telegrapher-leverman position at Interlocking 16, Fonda, New York, shall be paid eight (8) hours at the punitive rate of pay of the freight agent's position at Fonda, New York, for not being called to perform relief service on the said position on August 27, 1959.
 - (d) Mr. M. Forman, incumbent of relief position No. 20, all positions at Interlocking 16, Fonda, New York, shall be paid eight (8) hours at the punitive rate of pay of the freight agent's position at Fonda, New York, for not being called to perform relief service on the said position on August 28, 1959.

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OPINION OF BOARD:

The evidence does not establish that the Carrier attempted to contact employees who were available and qualified to cover the subject vacancy in the Freight Agent's position at Fonda, New York, instead of removing an employee from his regularly assigned position to cover this vacancy on each of the two days involved (August 27 and 28, 1959). Accordingly, we will sustain part 1 of the claim. Parts 2 (c) and 2 (d) of the claim will be sustained for employees J. S. Leggiero and M. Forman, but at straight time rate. Parts 2 (a) and 2 (b) of the claim will be denied.

AWARD:

Claim sustained in part and denied in part as stated in 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.
July 23, 1962

