

SPECIAL BOARD OF ADJUSTMENT NO. 259

THE ORDER OF RAILROAD TELEGRAPHERS)
vs)
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 Railroad, Lines East, that:

1. The Carrier violated the provisions of the Telegraphers' Agreement when on October 20, 1956, it removed Mr. E. R. Tallchief from his assignment covering a vacation at SS-48 and required him to work second trick at SS-46.
2. That G. Gerhardt and S. Harrington, levermen at SS-46, be paid four (4) hours each at the overtime rate because they were not doubled over to cover the vacancy.

OPINION OF BOARD:

As of October 20, 1956 a Telephoner-Leverman was employed on each of the three tricks at Signal Station 46, Depew, New York. At 1:00 P.M. on that date Telephoner-Leverman S. J. Coffed reported that because of personal illness he would be unable to cover his second trick assignment at SS-46 commencing at 2:59 P.M. Since there was no extra employe not then working who was qualified to cover this vacancy, Carrier instructed E. R. Tallchief to work the position. Tallchief was an extra employe who was covering a second trick Leverman vacancy at SS-48 (the regular employe being on vacation) but was qualified for service at SS-46. Following the assignment of Tallchief to the SS-46 vacancy, Carrier attempted to call extra employe G. Toomey to fill the temporary Leverman vacancy at SS-48 which resulted from the assignment of Tallchief to SS-46. When it proved impossible to contact Toomey, Carrier had the vacant second trick position at SS-48 covered by working the first trick Leverman four hours beyond his assigned tour of duty and by bringing in the third trick Leverman four hours in advance of his regular starting time. The Telephoner-Leverman positions at SS-46 are subject to the Hours of Service Law, while the Leverman positions at SS-48 are not.

The gist of the Organization's position is that if it was necessary to double over a first trick and a third trick employe in order to cover a second trick vacancy, this should have been done at SS-46, where the original vacancy occurred, rather than at SS-48. It must be apparent, however, that the first and third trick claimant employes at SS-46 could have been doubled over only by violating the Hours of Service Law. So far as the record discloses, the Carrier's action represented the only lawful method of covering the second trick vacancy at SS-46. It should be noted, further, that Carrier sought to cover the SS-48

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second trick vacancy by calling out an extra employe who was not qualified to fill the vacancy at SS-46. Only after it proved impossible to contact said extra employe did Carrier resort to the doubling over procedure at SS-48.

Under the circumstances involved in this case, we are unable to find that the Carrier violated the Agreement.

AWARD:

Claim denied.

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

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

/s/ Chas. N. Faris
Chas. N. Faris, Carrier Member

New York, New York
January 20, 1959