AWARD NO. 15 Case No. 19

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:

- 1. Carrier violated the provisions of the Telegraphers' Agreement when on February 11, 1958, W. A. Pacific, an extra employe, was required to vacate the position of first shift Assistant Agent at Gouverneur, New York, after having worked that position one hour and go to Emeryville, New York, and work the agent's position for which he was paid only eight (8) hours pro rata rate time plus one hour punitive time at the rate of the Emeryville job.
- 2. Carrier shall now pay W. A. Pacific for eight (8) hours at the rate of the Assistant Agent position at Gouverneur, New York; also for 42 miles travel from Gouverneur to Clayton, the home station of W. A. Pacific, and 1.4 hours travel time at the rate of the Gouverneur job, and 46 miles Clayton to Emeryville, and 1.5 hours travel time. Total amount of claim \$31.18.

OPINION OF BOARD:

This case arises on Carrier's St. Lawrence Division. At the time in question, Claimant Pacific was an extra employe with home station at Clayton, New York. Effective as of February 10, 1958, Claimant was called for extra work as Assistant Agent at Gouverneur, New York, assigned hours 8:00 A.M. to 4:00 P.M., to assist the Agent in bringing the station work up to date. This call was effective until further notice, although Carrier states it was anticipated that Claimant's services would not be required in excess of three days.

At approximately 8:00 A.M. on February 11, 1958, the Agent at Gouverneur reported that his son, who served as Agent at Emeryville, New York, had been injured on his way to work and that a replacement would be required for him. The assigned hours of the injured employe commenced at 7:00 A.M. at Emeryville. There being no other extra man available, Claimant Pacific was instructed, shortly after having reported for duty at Gouverneur, to proceed to Emeryville and cover the vacancy. Claimant complied.

The Organization cites a number of Articles of the Agreement which allegedly were violated by the Carrier in the subject instance. We are unable to find that any contractual violation occurred insofar as the reassignment of Claimant to

Emeryville under the subject circumstances is concerned, however. Clearly, Carrier was faced with an emergency situation, with no advance notice whatsoever that the Agent position at Emeryville would be vacant. It will be noted that Carrier did not learn of this vacancy until one hour after the Emeryville Agent was due to begin his tour of duty. Since no other extra man was available, Management was entitled to use Claimant Pacific to cover this vacancy.

The record indicates that Claimant was paid the rate of the Emeryville Agent position on the date in question. This rate is less than that called for by the Assistant Agent work which Claimant had been called to perform at Gouverneur. He should not suffer a decrease in rate of pay by virtue of the emergency assignment at Emeryville. Claimant was entitled to be compensated for service performed, and for travel time and mileage, in connection with his February 11, 1958, assignment, on the basis of the Assistant Agent rate at Gouverneur, New York.

AWARD:

Claim sustained in accordance with above Opinion.

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

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

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

New York, New York January 20, 1959