AWARD NO. 17
Case No. 21

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 and continues to violate the provisions of the Agreement between the parties when, commencing March 17, 1958, it required the agent at Liverpool, New York to suspend work on his regularly assigned position during the work day and travel to Electronics Park to perform service at that station.

2. Carrier shall compensate Claimant F. E. Cascanet, Agent at Liverpool, an additional day's pay for each day he has been required to work at Electronics Park commencing March 17, 1958 and continuing until the violation is corrected.

OPINION OF BOARD:

Liverpool, New York is a one-man agency on Carrier's St. Lawrence Division, Claimant Cascanet being the Agent at this location. Carrier states there had been a decrease in business at Liverpool as of the date of the action giving rise to this claim. Prior to March 14, 1958, Carrier employed a Clerk at Electronics Park, on the outskirts of Syracuse, to handle freight billing of the General Electric Company plant located there. Said Clerk was carried on the Syracuse Freight Office payroll. The Electronics Park location is approximately .6 mile north of the Liverpool station.

A very substantial decline in rail business at Electronics Park has occurred during recent years. By March 1958 there was only between one and two hours of billing work per day remaining at that point. Effective as of March 17, 1958, Carrier, therefore, discontinued the position of Clerk at Electronics Park and assigned the remaining clerical work to the Agent at Liverpool. Thereafter, Agent Cascanet was required to proceed to Electronics Park at about 3:00 P.M. each day to perform this billing work. No change was made in Claimant Cascanet's starting and quitting time, or in his rate of pay.

The Organization contends that Carrier's action as above described was violative of the subject Agreement. It requested that the Carrier be directed to pay Claimant an additional day's pay for each day he is required to work at Electronics Park, until the subject practice is stopped. Several Agreement Articles are cited as having been specifically violated.

The Third Division Awards upon which the Organization relies are not in point here. In the subject case, Electronics Park is not identified under the controlling Agreement and no employe subject to the terms thereof had been assigned there previously. It also is to be noted that the latter location is in the vicinity of Liverpool station. Thus what the Carrier has done has been to assign Agent Cascanet to perform certain other work in the vicinity of his station but still within his regularly assigned hours. It cannot be said that an Agent is barred by the subject Agreement from performing billing work.

In the light of these circumstances, we find that no violation of the Agreement has occurred.

AWARD:

Claim denied.

/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 22, 1959