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AWARD NO. 14
CASE NO. 14

SPECIAL BOARD OF ADJUSTMENT NO. 266
THE ORDER OF RAILROAD TELEGRAPHERS

vs.

THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY

STATEMENT OF CLAIM:

Carrier shall pay H. O. Wood (1) eight hours at time and one-half rate for work performed outside of his regular assignment on October 28, 1953; and (2) eight hours at straight time rate account suspending him from his regular assignment on October 28, 1953, less eight hours at straight time rate which was allowed.

OPINION OF BOARD:

Claimant Wood was regularly assigned as Relief Towerman on the third trick at Denville Tower on Wednesdays at the time this dispute arose. On Wednesday, October 28, 1953, Claimant was instructed to cover the second trick vacancy at this location which was created by the fact that the regular Towerman, Local Chairman Morris, had previously been granted permission to be off for several days for Union business. Wood worked the second trick as directed but when this claim was filed contending that he was improperly removed from his regular third trick assignment. The Carrier responds that its action was not in violation of the Agreement because an emergency situation existed since there was no other qualified employee available to fill the vacancy in question.

Extra employee Canfield was used to fill the third trick vacancy at Denville Tower created by the assignment of Wood to work the second trick vacancy. The Organization contends that since Canfield obviously was available to fill the third trick position, there is no reason why he could not have been used on the second trick - - thus obviating any need to remove Wood from his regular third trick assignment. The Carrier replies that Canfield had been given permission to

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be off for several days until October 28 and that this permission was granted prior to the time the Local Chairman made request to be off duty on that date.

The evidence does not establish that the carrier made any particular effort to contact Canfield for assignment to the second trick vacancy. In consequence, we do not think Management is entitled to plead an emergency situation in this instance. The claim will be sustained to the extent of one day's pay at pro rata rate for Claimant Wood.

A W A R D:

Claim sustained to the extent indicated in the above Opinion.

s/ LLOYD H. BAILER
Lloyd H. Bailer, Neutral Member

s/ W. I. CHRISTOPHER
W. I. Christopher, Employee Member

s/ F. DIEGTEL
F. Diegtel, Carrier Member

New York, New York

July 17, 1959