



SPECIAL BOARD OF ADJUSTMENT NO. 306

THE ORDER OF RAILROAD TELEGRAPHERS

VS.

THE NEW YORK, NEW HAVEN & HARTFORD RAILROAD COMPANY

STATEMENT
OF CLAIM:

"Claim of the General Committee of The Order of Railroad Telegraphers on the New York, New Haven and Hartford Railroad that the Carrier violated the terms of the agreement between the parties to this dispute when:

1. (a) It failed and refused to properly compensate T. D. Mooney at the overtime rate, instead of the straight time rate, for the normal rest days of his regular assignment, which days he was required to work off his regular assignment.

(b) It required the said T. D. Mooney to suspend work on certain days which were the normal work days of his regular assignment.

2. The Carrier shall compensate Claimant T. D. Mooney the difference between the straight time paid and the time and one-half rate due on a day-to-day basis for January 2, 3, 9, 10, 16 and 17, 1955, the same dates being the normal rest days of his regular assignment, and which he was required to work off his regular assignment.

3. The Carrier shall also compensate Claimant T. D. Mooney at the pro rata straight time rate on a day-to-day basis for the dates of January 4, 5, 11, 12, 18 and 19, 1955, the same dates being normal work days of his regular assignment on which he was required to suspend work."

FINDINGS:

The facts are not in dispute and it is clear that the claimant was transferred from his assigned position of third trick leverman at SS 38 to the position of third trick SS Operator at SS 38 in an emergency in accordance with Article 29. Such emergency resulted from the illness of an employee and the necessity for filling vacancies with qualified employees, similar to the situations held to be emergencies in Award 3528 and others of the Third Division.

The claim is based upon the theory that he retained the rest days of his leverman assignment. By awards of the Third Division it is settled that rest days attach to positions, not to employees,

so that one may not carry them with him in moving from one position to another. That rule is applicable whether the movement is by exercise of seniority or by assignment in accordance with the agreement.

AWARD: Claim denied.

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/s/ Dudley E. Whiting
DUDLEY E. WHITING, REFEREE

/s/ Russell J. Woodman
RUSSELL J. WOODMAN, Employee Member

/s/ J. J. Gahein
J. J. Gahein, Carrier Member

DATED: October 7, 1960.