

SPECIAL BOARD OF ADJUSTMENT NO. 421

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 terms of the agreement between the parties when, on October 20, 1962, it failed and refused to call L. T. Schmoke for service required to be performed on his assigned position as Assistant Agent #2, Geneva, New York.
2. Carrier shall be required to pay L. T. Schmoke for a minimum call of 2 hours at time and one half (three hours at \$2.5788) amounting to \$7.73.

OPINION OF BOARD:

Claimant Schmoke is regularly assigned to a position designated as "Assistant Agent No. 2, Geneva, N.Y. (Headquarters Cayuga, N.Y.)." This position has been in effect since October 20, 1960. The hours of service of the position are 8:00 A.M. to 5:00 P.M. daily, except Saturday and Sunday.

On Saturday, October 20, 1962, one of Claimant Schmoke's rest days, the Freight Agent at Geneva, N.Y. (W. C. Potter) went to Waterloo, N.Y. to sign bills of lading and prepare memorandum waybills for three carload shipments loaded for outbound movement. The contention in this claim is that Waterloo is within the assigned territory of Claimant Schmoke, and that he should have been called to perform the work done by Freight Agent Potter. It is noted that the Memorandum of Agreement dated September 18, 1963 expressly states that the occupant of the position held by Claimant Schmoke "shall perform such work as the Carrier may assign to him at the headquarters, Cayuga, N.Y., and including such agency duties as the Carrier may require to be performed at Geneva, Seneca Falls, Waterloo and Relius." The Organization states that the territory outlined in this Memorandum of Agreement had been in effect by past practice since the position was created in October 1960, and that the practice had been to call the claimant for any agency work arising in this

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territory on his rest days.

We find that there is nothing in the subject Memorandum of Agreement nor in the practice prior to said Agreement which bars Freight Agent Potter from performing agency duties at Waterloo, which is under his jurisdiction. The claim in behalf of Assistant Agent Schmoke must be denied.

AWARD:

Claim denied.

Lloyd H. Bailer
Lloyd H. Bailer, Chairman

L. Faulds
L. Faulds, Carrier Member

R. J. Woodman
R. J. Woodman, Employee Member

Dated: September 29, 1962