

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 CLAIMS:

Case No. 1:

1. The Carrier violated Articles 1 and 22 of the Telegraphers' Agreement, when on February 12, 1960, it required Conductor Smith, a train service employe not covered by the Telegraphers' Agreement, to handle (copy, receive and deliver) Train Order No. 110 at Catskill, N. Y., not in an emergency.
2. The Carrier shall compensate R. J. Donnelly, first out on the extra list, for one day, (8) eight hours, at the rate of \$2.428 per hour, plus travel time and mileage.

Case No. 2:

1. Carrier violated Articles 1 and 22 of the Telegraphers' Agreement, when on February 23, 1960, it required Conductor Slingerland, a train service employe not covered by the Agreement, to handle (receive, copy and deliver) Train Order No. 107 at Ravena, N. Y., not in an emergency.
2. Carrier shall compensate F. W. Hartel, the senior idle extra employe on February 23, 1960, for one day, (8) eight hours, at the rate of \$2.434 per hour for the violation aforesaid.

Case No. 3:

1. Carrier violated Articles 1 and 22 of the Telegraphers' Agreement, when on February 24, 1960, it required Conductor, a train service employe not covered by the Agreement, to handle (receive, copy and deliver) Train Order No. 113 at Coxsackie, N. Y., not in an emergency.
2. Carrier shall compensate F. W. Hartel, the senior idle, extra employe on February 24, 1960 for one day, (8) eight hours, at the rate of \$2.398 per hour for the violation aforesaid.

Case No. 4:

1. Carrier violated Articles 1 and 22 of the Telegraphers' Agreement, when on February 25, 1960, it required Conductor Slingerland, a train service employe not covered by the Agreement, to handle (receive, copy and deliver) Train Order No. 109 at Coxsackie, N. Y., not in an emergency.
2. Carrier shall compensate F. W. Hartel, the senior idle, extra employee on February 25, 1960, for one day, (8) hours, at the rate of \$2.398 per hour for the violation aforesaid.

Case No. 5:

1. Carrier violated Articles 1 and 22 of the Telegraphers' Agreement, when on February 26, 1960, it required Conductor Slingerland, a train service employe not covered by the Agreement, to handle (receive, copy and deliver) Train Order No. 111 at Cossackie, N. Y., not in an emergency.
2. Carrier shall compensate J. J. Augustine, the senior idle extra employe on February 26, 1960, for one day, (8) eight hours, at the rate of \$2.398 per hour for the violation aforesaid.

Case No. 6:

1. Carrier violated Articles 1 and 22 of the Telegraphers' Agreement when, on March 1, 1960, it required Conductor H. J. Dopp, a train service employe not covered by the Agreement, to handle (receive, copy and deliver) Train Order No. 104 at Cossackie, N. Y., not in an emergency.
2. Carrier shall compensate G. W. Trowbridge, the senior, idle, extra employe on March 1, for one day, (8) eight hours, at \$2.398 per hour for this violation aforesaid.

Case No. 7:

1. Carrier violated Articles 1 and 22 of the Telegraphers' Agreement when, on March 8, 1960, it required Conductor Libertucci, a train service employe not covered by the Agreement, to handle (receive, copy and deliver) Train Order No. 110 at Ravena, N. Y., not in an emergency.
2. Carrier shall compensate R. J. Donnelly, the senior idle extra employe on March 8, 1960, for one day, (8) hours, at the rate of \$2.434 per hour for the violation aforesaid.

Case No. 8:

1. Carrier violated Articles 1 and 22 of the Telegraphers' Agreement, when on March 9, 1960, it required Conductor Dopp, a train service employe not covered by the Agreement, to handle (receive, copy and deliver) Train Order No. 116 at Cossackie, N. Y., not in an emergency.
2. Carrier shall compensate Mrs. F. H. Kent, the senior idle extra employe on March 9, 1960, for one day (8) hours at \$2.398 per hour for the violation aforesaid.

Case No. 9:

1. Carrier violated Articles 1 and 22 of the Telegraphers' Agreement when on March 15, 1960, it required Conductor A. J. Dopp, a train service employe not covered by the Agreement, to report his arrival and the time his train was in the clear at Cossackie, N. Y., to report Train PV-1 by Cossackie and to copy Train Orders No. 110 and 112 at Cossackie, not in an emergency.
2. In consequent of these violations, Carrier shall be required to compensate:

F. W. Hartel (for Conductor Dopp's reporting his arrival at Cossackie)

R. J. Donnelly (for Conductor Dopp reporting his train into clear)

S. J. Buboltz (for Conductor Dopp reporting Train PV-1 by Cossackie)

F. H. Kent (for Conductor Dopp copying Train Order No. 110)

senior idle extra employes on March 15, 1960, for one day (8) eight hours each at the rate of \$2.398 per hour, and Carrier shall also be required to compensate M. F. Haggerty, the senior employe on his rest day, March 15, 1960, for one day (8) eight hours (for Conductor Dopp copying Train Order No. 112) at the rate of \$2.398 per hour, for the five violations aforesaid.

Case No. 10:

1. Carrier violated Articles 1 and 22 of the Telegraphers' Agreement, when on March 21, 1960, it required Conductor R. L. Smith, a train service employe not covered by the Agreement, to handle (receive, copy and deliver) Train Orders No. 108 and 111 at Catskill, N. Y.
2. In consequence of these violations, Carrier shall be required to compensate S. J. Buboltz (for Order #108) and F. W. Hartel (for Order #111), the senior idle employes on March 21, 1960, for one day (8) eight hours each at the rate of \$2.428 per hour for the violations aforesaid.

Case No. 11:

1. Carrier violated Articles 1 and 22 of the Telegraphers' Agreement, when on March 22, 1960, it required Conductor Dopp, a train service employe not covered by the Agreement, to handle (receive, copy and deliver) Train Order No. 107 at Cossackie, N. Y., not in an emergency.
2. In consequence of this violation, Carrier shall be required to compensate F. W. Hartel, the senior idle extra employe on March 22, 1960, for one day (8) eight hours at the rate of \$2.398 per hour for the violation aforesaid.

Case No. 12:

1. Carrier violated Articles 1 of the Telegraphers' Agreement when on March 21, 1960, it required Conductor Dopp, Train VT-2 to clear his train at Cossackie, N.Y., to report time cleared and to report Train PV-1 by him at Cossackie, N. Y.
2. Carrier violated Article 1 of the Telegraphers Agreement when, on March 22, 1960, it required Conductor Dopp, Train VT-2 to clear his train at Cossackie, N. Y., to report time cleared and to report Train PV-1 by him at Cossackie, N. Y.
3. In consequence of these violations, Carrier shall be required to pay G. W. Trowbridge for 8 hours at the rate of \$2.398 per hour for the violation on March 22, 1960. G. W. Trowbridge was the senior idle extra employe on that date, and shall be required to pay R. J. Donnelly, the senior idle extra employe on March 21, 1960, for 8 hours at the rate of \$2.398 per hour for the violation of March 21, 1960.

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Case No. 13:

1. Carrier violated the Scope Rule of the Telegraphers' Agreement when on April 27, 1960, it required Conductor Richter, a train service employe not covered by the Agreement, to report the time Extra 8552 west was into clear at Catskill, N. Y., not in an emergency.
2. In consequence of this violation, Carrier shall be required to compensate F. W. Hartel, the senior idle extra employe on April 27, 1960, for one day (8) hours at the rate of \$2.428 per hour for the violation aforesaid.

OPINION OF BOARD:

The evidence establishes that the Agreement violations charged in each of the instances cited above did, in fact, occur. Part 1 of each of the foregoing cases must be sustained. In view of the special circumstances involved in all of these cases, however, the compensation requested for each instance will be denied.

AWARD:

Sustained in part and denied in part as stated in the above Opinion of Board.

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

/s/ L. Faulds
L. Faulds, Carrier Member

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

New York, N. Y.
July 23, 1962

