

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19222  
Docket Number TE-14454

Thomas L. Hayes, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,  
(Freight Handlers, Express and Station Employees  
(Formerly The Order of Railroad Telegraphers)

PARTIES TO DISPUTE:

(  
(The Central Railroad Company of New Jersey

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad  
Telegraphers on the Central Railroad Company of New  
Jersey, that:

1. Carrier violated Agreement between the parties when it failed to advertise and assign position of Agent at West Side Avenue, Jersey City, New Jersey, at the time it was vacated July 16, 1962.
2. Carrier violated Agreement when it transferred the work of the Agent at West Side Avenue, Jersey City, New Jersey, to the distant station of Bayonne, New Jersey, without proper negotiation and agreement.
3. Carrier further violated the Agreement when it transferred work of Agent at West Side Avenue, Jersey City, New Jersey, to employees not covered by the Telegraphers' Agreement at West Side Avenue, Jersey City, New Jersey station.
4. Carrier shall advertise and assign position of Agent at West Side Avenue, Jersey City, New Jersey, to employees holding seniority under Telegraphers' Agreement.
5. Carrier shall pay a day's pay each work day worked to the senior idle extra employee commencing July 16, 1962. If no extra employee available on any day, Carrier shall pay senior idle regularly assigned employee a day's pay of eight hours commencing July 16, 1962, to date violation is corrected.

OPINION OF BOARD: On August 4, 1953, Carrier and the Organization agreed that the West Side Avenue position in Jersey City, New Jersey would be that of General Agent and involve supervision of West Side Avenue, Jersey Avenue, Communipaw Avenue, Central Billing Bureau, and Bronx Terminal.

The agreement further provided that the rate of pay and structure of the position would last only so long as its occupant, Mr. C. F. Lovely, held the position and that if he left the position it would revert to its former status of Agent at West Side Avenue, who would have charge of West Side Avenue, Jersey Avenue and Communipaw Avenue.

At the time Mr. Lovely retired, Carrier alleged a decline in business in the West Side Avenue, Communipaw Avenue and Jersey Avenue territory and Carrier would not re-establish a three star scope position of Supervisory Agent to supervise this territory.

The territory formerly supervised by Mr. Lovely was consolidated with and placed under the jurisdiction of the 3-Star Agent at West 8th Street, Bayonne, New Jersey.

After reviewing the matter, the Board, in this case, finds no provision in the agreement which would prohibit Carrier from combining the position formerly held by Mr. Lovely with another position because of a decline in business. In the instant dispute, the supervisory duties were transferred to another employe under the Telegrapher's Agreement.

The Agreement between the parties, to the effect that the position occupied by Mr. Lovely would revert to its former status when he left it, did not have the consequence of creating a position in perpetuity and Carrier was under no greater restriction to continue that position when the work declined than it would have been with respect to any other position for which there was insufficient work.

In view of the foregoing, the claim is not allowed.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

E. A. Kellen  
Executive Secretary

Dated at Chicago, Illinois, this 25th day of May 1972.