

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

**THE NEW YORK, NEW HAVEN AND 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:

1. The Carrier violated the agreement between the parties beginning November 7, 1949, when it discontinued the first trick Signal Station Operator's position at Old Saybrook, Connecticut, Signal Station and thereafter required the Agent from the freight and passenger agency station to perform the work of the first trick Signal Station Operator, Monday through Friday of each week, at the signal station, in addition to the work of his own position, and that

2. The Carrier shall be required to compensate the senior idle extra employe (as of each date) a day's pay for each day the freight and passenger agent was required to work the Signal Station Operator's position.

3. The Carrier further violated the agreement between the parties when it assigned a regularly assigned relief employe to the first shift Signal Station Operator's position at Old Saybrook on each Saturday and Sunday subsequent to November 7, 1949, in lieu of assigning the work on these dates to an extra employe; and that

4. The Carrier shall now be required to compensate the senior idle extra employe (as of each date) a day's pay for each Saturday and Sunday a regularly assigned relief employe was permitted or required to assume the work on these days.

5. The Carrier violated the agreement between the parties beginning May 2, 1949, when it required the Operator-Clerk at the Freight and Passenger station at Old Saybrook to perform the work of the first trick Signal Station Operator in addition to the work of his own position; and that

6. The Carrier shall be required to compensate the senior idle extra employe (as of each date) a day's pay for each day the the operator-clerk was so required to work as Signal Station Operator at this point.

7. The Carrier violated the agreement between the parties commencing October 3, 1954, when it discontinued the Old Saybrook Signal Station Operator's position (2:15 P. M.—10:15 P. M.) and required the Operator-Clerk at the Freight and Passenger Station to perform work of the Signal Station Operator at the signal station in addition to the work of his own position at the Freight and Passenger Station; and that

8. The Carrier further vioated the agreement between the parties when on September 28, 1954, it issutd notice instructing that

'Effective Sunday, October 3rd, the following changes will become effective at Old Saybrook.

The temporary position of Sign. Sta. Opr. on the first trick and the permanent position of Sig. Sta. Opr. on the second trick will be permanently discontinued, and the hours of the 3rd trick Sig. Sta. Opr. will be changed to 10:15 P. M. to 6:15 A. M. with relief days Wednesday and Thursday.

The position of Agent Opr. is reclassified as Agent-S. S. Operator with hours 6:15 A. M. to 2:15 P. M. and he will be required to handle the interlocking at Old Saybrook Tower as may be necessary. Relief days Sat. and Sun. as at present.

The hours of the Operator Clerk will be reclassified as Sig. Sta. Opr. Clerk with hours of 2:15 P. M. to 10:15 P. M. and he also will handle the interlocking at Old Saybrook Tower as required. Relief days will be Monday and Tuesday.'

and required the incumbents of the Agent Operator's position and Clerk Operator's position at the Freight and Passenger station to work the two Signal Station operators' positions at Old Saybrook Tower in addition to their own positions; and in addition removed the incumbents of the first and second tricks at the Tower by arbitrarily assigning their positions to the Agent Operator and the Operator Clerk; that

9. The Carrier shall be required to restore the second shift position at Old Saybook Station, and the incumbent of the position who was so removed shall be compensated the equivalent of one day's pay (8 hours) for each and every day that such position was not filled—less pay received on other positions after October 3, 1954; that

10. The employe improperly displaced by the former incumbent of the position of operator, Old Saybrook Signal Station, and all employes subsequently displaced as a result of the declared abolishment, shall be compensated the difference between actual earnings and that which they would have earned if they had

remained on the positions from which displaced improperly, together with compensation to which entitled under the terms of Article 29 of the Agreement; and that

11. For each and every day, commencing October 3, 1954, that the position of operator, Old Saybrook Signal Station is unfilled, the senior available extra employe (as of each date) shall be compensated the equivalent of one day's pay, 8 hours, at the prevailing rate of the position.

12. The Carrier violated the agreement between the parties when on April 2, 1949, it issued notice instructing that:

'Effective 3:00 P. M. Saturday, April 9, 1949, the first trick S. S. Operator's position at Branford and Davisville are abolished.—

Agents Faford and Bump will be required to operate the S. S. at their respective station when required by the train dispatcher.

Relief position held by Mr. Ahern is abolished and the remaining portion of relief position will be covered from the spare board.

Relief position held by Mr. Hopkins will be changed to work as follows commencing Saturday, April 9, 1949:

Saturday	Kingston	7:00 A. M. to 3:00 P. M.
Sunday	Davisville	7:00 A. M. to 3:00 P. M.
Monday	Kingston	3:00 P. M. to 11:00 P. M.
Tuesday	Davisville	3:00 P. M. to 11:00 P. M.
Wednesday	Davisville	11:00 P. M. to 7:00 A. M.
Thursday	Kingston	11:00 P. M. to 7:00 A. M.

Messrs. Snyder, Ahern and Capwell may make displacement in accordance with the Telegraphers' Agreement.

H. F. Donnelly
Superintendent'

and removed the incumbents of the respective Signal Stations and required the Freight and Passenger Agents to work the Signal Station Operators' positions in addition to working their own positions as freight and passenger agents; therefore

13. The Carrier shall be required to restore the first trick Signal Station Operators' positions at Davisville, R. I. and Branford, Conn. to their former status as that prior to April 9, 1949.

14. The Carrier further violated the agreement between the parties beginning April 9, 1949, when upon assigning these two agents to work the Signal Station Operators' positions, it failed to assign them to shifts of eight consecutive hours as required by the Agreement, i. e., at offices where two or more employes covered by the Telegraphers' Agreement are employed, each of such employes will work on an eight consecutive hour basis, and required them to work shifts extending over a nine-hour period; for which

15. The Carrier shall be required to compensate each of these employes one hour's pay at overtime rate for each day so worked, between April 9 and June 8, 1949.

16. The Carrier violated the agreement between the parties when, on May 11, 1951, it improperly advertised a position of Signal Station Operator at Davisville, R. I., as Operator-Clerk and thereafter required the Signal Operator to suspend work on the position of Signal Station Operator to perform service in the freight station at Davisville; therefore

17. The Carrier shall now be required to properly advertise the position as Signal Station Operator pursuant to Article 15 of said agreement.

18. The Carrier violated the agreement between the parties when, effective November 7, 1949, the position of first trick Signal Station Operator at Guilford, Connecticut Signal Station Tower, was discontinued and the work of the position (and the position) was arbitrarily assigned to the freight and passenger station agent who was required to perform the work of both positions at both locations; therefore

19. The Carrier shall be required to compensate the senior qualified (idle) extra employe (as of each date) a day's pay for each and every day the freight and passenger agent was required to work the Signal Station Operator's position on and after November 7, 1949; and further that

20. The Carrier shall be required to reestablish the first trick Signal Station Operator at Guilford, as such, and advertise same for bid as a permanent position.

FINDINGS: The Third Division of the Adjustment Board finds:

That the dispute was certified to the Third Division of the Adjustment Board ex parte by the complainant party; and

That hearing thereon has been held and concluded. Under date of July 14, 1959, the parties jointly addressed a formal communication to the Secretary of the Third Division requesting withdrawal of this case from further consideration by the Division, which request is hereby granted.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 5th day of August, 1959.