

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David Dolnick, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on The Central Railroad Company of New Jersey, The New York and Long Branch Railroad, that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, especially Rule 38, when it denied Leading Signal Maintainer G. Walsh and Signal Maintainer J. F. Quinlivan the right to exercise their seniority rights under Rule 28 when the bulletined conditions of their positions at Tower A were changed effective August 1, 1958.

(b) The Carrier should now be required to compensate G. Walsh and J. F. Quinlivan for one-half hour (7:00 A. M. to 7:30 A. M.) for each day after August 1, 1958, they are held on the jobs at Tower A. The Carrier should also be required to compensate J. Quinlivan at the overtime rate for every Saturday after August 1, 1958, that he is held on the job at Tower A. [Carrier's File: Sig. 14]

EMPLOYEES' STATEMENT OF FACTS: On September 28, 1954, Mr. G. Walsh was assigned to the position of Leading Signal Maintainer, Tower A, Jersey City, New Jersey. On the same date, but on a separate notice, Mr. J. F. Quinlivan was assigned to a position of Maintainer, also at Tower A, Jersey City, New Jersey.

Under date of July 29, 1958, Mr. L. A. Brown, Signal Supervisor, sent the following notice to Leading Signal Maintainer Walsh:

"Effective August 1, 1958 you will include in your maintenance of signals west of Tower A the signals located on bridge 0/62.

Please acknowledge receipt."

On August 7, 1958, Mr. Condon O. Monroe, Local Chairman, wrote to Signal Supervisor Brown, as follows:

"I have been notified by Mr. Gerald Walsh and Mr. John Quinlivan, Leading Sig. Mtr. and Signal Mtr. 1st trick tower A Jersey

OPINION OF BOARD: Claimants were regularly assigned as Lead Signal Maintainer and Signal Maintainer at Tower A, Jersey City, New Jersey. Tower A controlled two signals on Bridge 0/62 while Tower B, which was 2,148 feet distant from Tower A, controlled seven signals on Bridge 0/62.

Carrier abandoned Tower B on July 28, 1958, and on July 29, 1958, Carrier's Signal Supervisor wrote to Claimant Walsh—the Lead Signal Maintainer—as follows:

“Effective August 1, 1958, you will include in your maintenance of signals west of Tower A the signals located on bridge 0/62.

Please acknowledge receipt.”

Claimants sought to exercise displacement rights on the basis of their seniority under Rule 38 of the Agreement, the last sentence of which reads:

“When bulletined conditions of a position are changed, the employee affected may exercise his seniority rights under Rule 28 and the resulting vacancy will then be bulletined.”

It is Petitioner's position that Claimants' bulletined positions were changed as evidenced by Carrier's letter of July 29, 1958, previously quoted. Carrier denied Claimants' request and contends that their bulletined positions were not changed.

The record shows that the two signals on Bridge 0/62 were always controlled by the Interlocking at Tower A. It also shows that Claimants as signal maintainers at Tower A were required to make periodic tests of the two signals on Bridge 0/62, and that this was part of their regular assigned duties. On March 4, 1957 Carrier notified Claimants that they will maintain, repair and test all signals west of Tower A, starting with Bridge 0/32. This included the two signals located on Bridge 0/62. Claimants admit that the two signals were controlled from Tower A, that they did work on them when signal employees at Tower B were not on duty, and that since they “are controlled from Tower A, so they must be tested in conjunction with the towerman in Tower A.”

The duties of a Leading Signal Maintainer and of a Maintainer include testing as well as repairing and maintaining signals. They are not separated in the original bulletined positions of Claimants. There is no evidence in the record that the bulletined positions of the Claimants were changed when Tower B was abandoned or by Carrier's letter of July 29, 1958.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1964.

LABOR MEMBER'S DISSENT TO AWARD 12373,
DOCKET SG-11615

If, as the Majority holds, the maintenance of the two signals on Bridge 0/62 was always a part of the bulletined conditions of positions held by Claimants, why did Carrier inform them on July 29, 1958, the day after Tower B was abandoned, that:

“Effective August 1, 1958, you will include in your maintenance of signals west of Tower A the signals located on bridge 0/62.”

The action of the Majority amounts to a willful disregard of evidence supporting the position of the Employees; therefore, I dissent.

G. Orndorff