



Award No. 19145

Docket No. SG-19197

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Thomas L. Hayes, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

PENN CENTRAL TRANSPORTATION COMPANY

STATEMENT OF CLAIM: (a) Grievance occurs when Carrier, in a unilateral action, in accordance with provisions of Bulletin No. 12A issued on date of September 5, 1969, to be effective at 7:00 A. M., September 17, 1969, extended the original established Erie Signal District limits as provided for in Rule 24(a) of the Agreement of March 1, 1951 and Rule-6 of the Foreman, Inspectors and Technicians Agreement, in effect February 15, 1961, as amended, on District No. 2 as referred to in Rule-6, such extension not being agreed to by the General Chairman as provided for in Rule 24(c) of the Agreement of March 1, 1951, or Rules of the Agreement of February 15, 1961, as amended, before the effective date of Bulletin No. 12A on September 17, 1969, thus violating the provisions of the existing Agreements.

(b) Carrier is now required to pay as penalty time whenever employees covered by Agreements as referred to in (a) above are required to perform work referred to in the Scope Rule of the March 1, 1951 Agreement and the Classification Rule-1 of the February 15, 1961 Agreement, as amended, beyond the original territorial limits that existed prior to September 17, 1969 such claims to be on actual minute basis for all work performed at the pro rata rate or overtime rate and the employees time reporting records will reflect which, beginning September 17, 1969, inclusive, and continuing until Carrier restores the Erie Signal District territorial to the original established territorial limits as such existed prior to date of September 17, 1969.

EMPLOYEES' STATEMENT OF FACTS: This dispute arose when Carrier issued Bulletin No. 12A, dated September 5, 1969, unilaterally changing an existing seniority district, an action we consider is violation of Rule 6 of the Foremen, Inspectors and Technicians Agreement, effective February 15, 1961, which reads:

"RULE 6 — SENIORITY

Employees subject to this Agreement will have seniority in the following districts with separate rosters for Retarder Technicians, Inspectors, Signal Shop Foremen and Foremen:

District 1

New York District and Eastern District for Inspectors' Classes.

CARRIER'S STATEMENT OF FACTS: The issue here is whether or not the seniority districts identified as the Erie Signal District was extended or otherwise changed when, effective September 17, 1969, signalmen employees having seniority in that seniority district were assigned the work of servicing and/or maintaining Traffic Control System equipment located in this Carrier's Youngstown, Ohio train dispatching office.

Youngstown, Ohio is the southern terminus of a line of railroad extending southward from Ashtabula, Ohio to Youngstown, a distance of approximately 62.85 rail miles. This line of railroad is included within the Erie Signal District as identified in Rule 24 (a) of the referred to March 1, 1951 agreement between the former New York Central Railroad Company and the Brotherhood of Railroad Signalmen. Signalmen employees having seniority on the Erie Signal District and affected by the referred to Bulletin 12A dated September 5, 1969 had theretofore and thereafter performed all signalmen's work on the referred to Ashtabula-Youngstown line of railroad.

The factual situation giving rise to this dispute is the transfer of certain Traffic Control System equipment, which had initially been located in a train dispatching office at Erie, Pa. (also in the Erie Signal District seniority district), and subsequently relocated to a train office at Cleveland, Ohio from the Cleveland office to the train dispatching office at Youngstown. The Employees have not challenged Carrier's right to move and/or relocate the involved equipment; rather they are contending that the Youngstown train dispatching office is located outside the territorial limits of the Erie Signal District simply because that office is physically located in leased space in a downtown office building in Youngstown and therefore not on or immediately adjacent to the line of railroad which is mutually recognized to be within the Erie Signal District seniority district.

OPINION OF BOARD: The Claimants contend that they are entitled to penalty pay because the Carrier located the control machine for its CTC system in its dispatcher's office which is located in a commercial office building off its right-of-way, thus causing them to work off their seniority district.

The record does not support a finding that the seniority district of the Claimants was changed in the manner contemplated by Agreement Rule 24. We must therefore deny this claim without deciding other issues raised.

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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 21st day of April 1972.