

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Railroad Signalmen
TO) and
DISPUTE) The Atchison, Topeka and Santa Fe Railway

QUESTION
AT ISSUE:

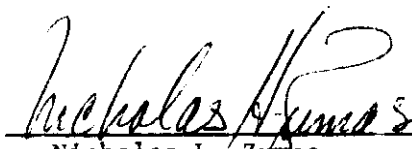
- (a) Did the Carrier violate the February 7, 1965 National Agreement and subsequent interpretations thereto when, on or about October 3, 1966, it unilaterally transferred the Plains-Slaton Division Signal Gang in charge of Signal Foreman J. L. Mason from the employees' home seniority district (Plains-Slaton Division) to the New Mexico Division, a separate seniority district?
- (b) Should the members of the Plains-Slaton Division Signal Gang be paid for all time worked on the New Mexico Division, at their respective rates of pay on a punitive basis -- such pay to be in addition to any other compensation to which they are entitled?
- (c) Should the members of the Plains-Slaton Division Signal Gang be paid for all hours they were not permitted to work on their home seniority district at their respective straight time rates of pay account of the unilateral transfer?
- (d) Should the employees of Plains-Slaton Division Signal Gang be reimbursed for all traveling time and living expenses incurred account of the unilateral transfer off their home seniority district? This is to include all expenses outlined in General Chairman W. H. Lewis' letter of October 31, 1966, to General Manager F. N. Stuppi initiating the claim here involved.

OPINION
OF BOARD:

The issue presented in this dispute is identical to that resolved in Award No. 70 (Case No. SG-15-W), and this Board is governed accordingly.

AWARD

The answer to the Issue to be Resolved is answered in the negative.


Nicholas H. Zumas
Neutral Member

*Dissent follows
Award 77*