

COOPERATING RAILWAY LABOR ORGANIZATIONS

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June 27, 1969

Mr. C. L. Dennis
Mr. H. C. Crotty ✓
Mr. A. R. Lowry
Mr. C. J. Chamberlain
Mr. R. W. Smith

SUBJECT: Disputes Committee No. 605
February 7, 1965 Agreement
Awards No. 106 to 118 inclusive
Signalmen Cases

Dear Sirs and Brothers:

I am enclosing herewith a copy of Awards No. 106 to 118 inclusive which were signed by Referee Zumas on June 24, 1969 in a group of Signalmen cases. We discussed several of these cases with Referee Zumas and the Chairmen of the Three Carriers Conference Committees. The Carriers reserve the right to write a Dissent in connection with Award No. 107. We expect to write one Dissent in connection with Awards No. 115, 116, 117 and 118, all of which relate to the sixteen (16) hours' notice in cases of emergencies. We believe the Referee is completely wrong in connection with these four (4) Awards.

Fraternally yours,

G. E. Leighty

Chairman

Five Cooperating Railway Labor Organizations

Enclosures

cc: L. P. Schoene
Frank Lynch

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Western Pacific Railroad Company
TO) and
DISPUTE) Brotherhood of Railroad Signalmen

QUESTION

AT ISSUE: Does the February 7, 1965 Agreement give the Carrier the right to transfer an employee and his position, including all duties unchanged, from one city to another within the same seniority district, or must the transferred position be made available by bulletin to senior employees not involved in the transfer?

OPINION

OF BOARD: As of January 1, 1966 Carrier moved the headquarters of a newly combined Signal and Communications Department from San Francisco to Sacramento. This transfer was made within the same seniority district. In connection with this move Carrier intended to transfer three protected Signal Department employees and their positions with duties unchanged from San Francisco to Sacramento. Two of the employees transferred with their work to Sacramento, and the third elected to exercise his seniority and went elsewhere. That vacancy was bulletined to all signalmen.

The Organization contends that under the circumstances new positions were created at Sacramento and these positions had to be bulletined as new positions under the terms of the schedule agreement.

Carrier contends that under the terms of the February 7 Agreement it had the right to transfer work and employees in the same seniority district. Carrier further contends that new positions were not created, they were transferred from San Francisco to Sacramento.

Under the terms of the February 7 Agreement it is clear that a Carrier has the right to transfer work and employees. Section 1 of Article III provides in part:

"The organizations recognize the right of the carriers to make technological, operational and organizational changes, and in consideration of the protective benefits provided by this Agreement the carrier shall have the right to transfer work and/or transfer employees throughout the system which do not require the crossing of craft lines. * * *."

With respect to such protected employees affected by such transfer, the November 24 Interpretations state that "* * * employees affected by such change will be permitted to exercise their seniority in conformity with existing seniority rules." (Underscoring added.)

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This language has the effect of giving the employee the right to transfer with the position, or elect not to do so and exercise his seniority under the existing seniority rules.

In order to sustain the Organization's position, such language would have to be construed to require the protected employee to exercise his seniority whenever a transfer of work was effected.

This in no way is inconsistent or in derogation of the existing seniority or bulletin rules of the Organization.

AWARD

Under the terms of the February 7 Agreement Carrier has the right to transfer employees and work within the same seniority district without the necessity of bulletining the transferred position if the employee elects to transfer with the position.


Nicholas H. Zumas
Neutral Member

Dated: Washington, D.C.
June 24, 1969