

SPECIAL BOARD OF ADJUSTMENT NO. 665

PARTIES) Brotherhood of Railroad Signalmen
TO) and
DISPUTE) Boston and Albany (New York Central Lessee)

QUESTION Claim of the General Committee of the Brotherhood of
AT ISSUE: Railroad Signalmen on the Boston and Albany Railroad
(New York Central Railroad Co., Lessee) that:

(a) Carrier violated the current Signalmen's Agreement, particularly Article I, Section 4, of the February 7, 1965 Mediation Agreement, account on Monday, July 17, 1967, positions were abolished without giving the required sixteen (16) hours' advance notice.

(b) Carrier be required now to pay the following named employees one day's pay at their respective rates:

| | |
|--------------------|-----------------|
| F. G. Schultz | E. M. Burrill |
| F. H. Monte | W. C. Lane |
| D. M. O'Brien Jr. | F. L. Loughran |
| J. C. Whitman | R. J. La France |
| J. W. Broderick | T. M. McGrath |
| C. J. Seeley | W. F. Byrnes |
| T. J. Cahill | F. E. Locke |
| R. O. Stalker | R. F. Higgins |
| R. D. Riffelmacher | R. J. Tarte |
| W. B. Zisk | R. J. Tomasetti |
| L. M. O'Brien | J. L. Angell |
| W. G. Kie | W. R. Garvin |
| E. B. Bennett | J. A. Brady |
| R. B. Hansen | J. F. Ness Jr. |
| G. E. Hunt | H. J. Spellman |
| E. F. Koski | J. R. Guthro |
| G. A. Hultman | J. F. Lynch |
| H. O. Lahti | R. J. O'Donnell |
| R. L. Ford | W. D. Hall |
| R. A. Racette | E. E. Fegreus |
| J. T. Kiley | E. A. Daley |
| M. F. McLaughlin | J. F. Garvin |

OPINION
OF BOARD: The Organization contends that Section 4, Article I of the February 7 Agreement was violated because Carrier allegedly failed to give the 16 hours advance notice before abolishing positions due to a strike by Shop Craft employees. Carrier contends that the positions were not abolished, but were temporarily suspended in accordance with prior understandings in the handling of such matters. The prior understandings included the

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waiver of any notices by the Organization in return for temporary suspension rather than abolishment of positions. In this way, the temporary suspensions would eliminate the necessity of rebulletining positions (which would have been required if they were abolished under advance notice rules).

Section 4 of Article I of the February 7 Agreement reads as follows:

"Notwithstanding other provisions of this Agreement, a carrier shall have the right to make force reductions under emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike, provided that operations are suspended in whole or in part and provided further that because of such emergencies the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed. Sixteen hours advance notice will be given to the employees affected before such reductions are made. When forces have been so reduced and thereafter operations are restored employees entitled to preservation of employment must be recalled upon the termination of the emergency. In the event the Carrier is required to make force reductions because of the aforesaid emergency conditions, it is agreed that any decline in gross operating revenue and net revenue ton miles resulting therefrom shall not be included in any computation of a decline in the carrier's business pursuant to the provisions of Section 3 of this Article I." (Underscoring added).

The Carrier further contends that there was a verbal agreement (by telephone) between Carrier and Non-Operating General Chairman as to procedure for temporary suspension, and pursuant to such agreement posted notices to advise the employees as soon as practicable. The notices read as follows:

"In the event of a strike by the Shop Craft Employees on July 17, 1967, it will be necessary to reduce our forces consistent with the resultant curtailment and cessation of our operations.

"Therefore, except as the employees may be otherwise notified, all existing positions will be temporarily suspended beginning at 12:01 a.m., July 17, 1967 for the duration of the strike.

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"Understandings have been reached with the representatives of your Organization that all employees whose positions were temporarily suspended will return to their regular positions at the start of the first full tour of duty following the termination of the strike. Employees whose positions were temporarily suspended and who exercised displacement rights to positions continued in existence will likewise return to the positions they held at the beginning of the strike.

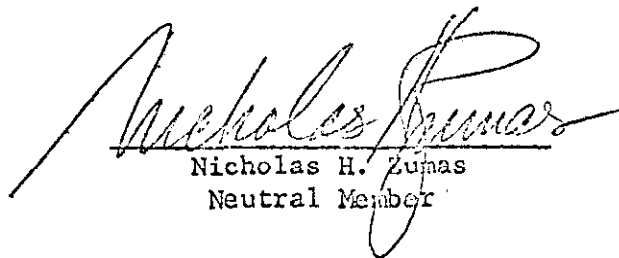
"In the event of a strike, existing vacation schedules will be maintained for all employees."
(Underscoring added).

General Chairman denies having agreed to the procedure outlined by Carrier, and particularly denies having agreed to the waiver of advance notice requirements.

Section 4 of Article I does not apply in situations where the positions are not "abolished." It is evident in the instant dispute that Carrier did not abolish the positions but suspended them temporarily. As such, the 16 hour advance notice was not required. In view of this it is unnecessary to determine whether the General Chairman agreed to waive the notice requirements.

AWARD

The Claims are dismissed.


Nicholas H. Zumas
Neutral Member

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

*Dissected
Award #8*