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SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES)
TO)
DISPUTE)
Brotherhood of Railroad Signalmen
and
The Dayton Union Railway Company

QUESTIONS
AT ISSUE:

(a) Carrier violated and continues to violate the February 7, 1965 Agreement, particularly Article I, Section 5, when it fails to maintain a work force of employees within the limits of attrition indicated in the Agreement.

(B) Mr. Luther Ingram, or his successors, in the Signal Department, be allowed pay at their individual applicable rate of pay for each day entitled to compensation commencing November 1, 1966, and continuing as long as the violation exists.

OPINION
OF BOARD:

The Organization contends that Carrier violated Article I, Section 5 of the February 7 Agreement when it failed and refused to maintain a work force within the limits of attrition.

Article I, Section 5 provides:

"Subject to and without limiting the provisions of this agreement with respect to furloughs of employees, reductions in forces, employee absences from service or with respect to cessation or suspension of an employee's status as a protected employee, the carrier agrees to maintain work forces of protected employees represented by each organization signatory hereto in such manner that force reductions of protected employees below the established base as defined herein shall not exceed six per cent (6%) per annum. The established base shall mean the total number of protected employees in each craft represented by the organizations signatory hereto who qualify as protected employees under Section 1 of this Article I."

The Organization asserts that Carrier is obligated, under the provisions of the Agreement, to maintain a work force of not less than five (5) positions.

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On October 1, 1964 there were six (6) employees in Carrier's Signal Department. Subsequent to October 1, 1964, Mr. Ingraham, an unprotected Signal Helper, was furloughed leaving five (5) "protected" employees as of the effective date of the February 7 Agreement.

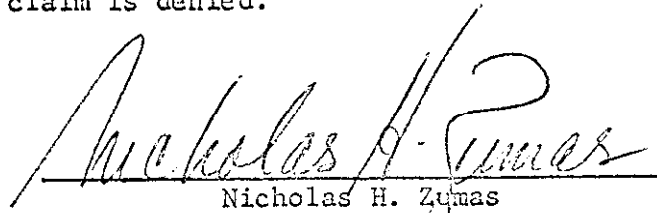
On November 1, 1966 Mr. McCord, one of the five (5) "protected" employees, retired--resulting in a 20% reduction of signal forces. The Organization asserts that Carrier should either rehire Mr. Ingraham or hire a new employee in order to stay within the 6% per annum reduction of force limits (by attrition or otherwise) imposed by Section 5 of Article I.

Essential to the Organization's case is the proposition that Carrier, under the provisions of Section 5 of Article I, is required to maintain positions and not a work force of protected employees. The Board does not agree. Section 5 specifically requires Carrier to "maintain work forces of protected employees" and that "force reductions of protected employees below the established base as defined herein shall not exceed six percent (6%) per annum".

The Board's position is supported by Award 10 which states: "It is the intent of said Section 5 of Article I to maintain a work force of protected employees and not positions."

AWARD

The claim is denied.



Nicholas H. Zumas
Neutral Member

Dated: Washington, D. C.
January 7, 1970