

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) The New York Central Railroad Company
TO) and
DISPUTE:) Brotherhood of Railroad Signalmen

QUESTION Is Carrier correct in its interpretation that Articles II
AT ISSUE: and III of Mediation Agreement No. A-7128, dated February 7,
1965, require the Brotherhood of Railroad Signalmen to enter
into an implementing agreement, pursuant to said February 7,
1965 Mediation Agreement, to provide a force adequate to
meet Carrier's requirements by transferring employees in
the same craft and represented by the same Organization from
one agreement territory to another agreement territory on
the Carrier's railroad system?

OPINION The Organization has five separate basic agreements with
OF BOARD: the New York Central. Each agreement covers different dis-
tricts, territories or divisions. In June 1965, the Carrier
requested the Organization to negotiate an implementing agreement providing
for the transfer of protected employees from agreement territories east of
Buffalo to agreement territories west of Buffalo. Carrier's stated reason
was that a surplus of such employees in the east and a shortage of such
employees in the west existed. The Organization refused to enter into
such an implementing agreement.

Article III, Section 1 of the February 7, 1965 Mediation
Agreement declares, in pertinent part, that "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." The transfer of
employees contemplated by the Carrier involves movement among districts,
territories or divisions on the Carrier's "system" as that term is used
in said Section 1 of Article III. No crossing of craft lines would be
involved. The fact that such transfers would require movement among
agreement territories does not bar the Carrier's contemplated action
under Article III, Section 1.

AWARD

Article III of the February 7, 1965 Mediation Agreement
requires the Organization to enter into an implementing agreement with
the Carrier for the purpose set forth in the question submitted.

REFEREES:

George R. Brown
James H. Brown

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Award No. 12
Case No. SG-1-E

REFEREES:-Continued

David Solnick

Washington, D. C. - December 19, 1967