

SPECIAL BOARD OF ADJUSTMENT NO. 292

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES  
versus  
THE CENTRAL RAILROAD COMPANY OF NEW JERSEY

STATEMENT OF CLAIM:

That the Carrier violated the effective agreement when, since January 4, 1960 and subsequent dates thereafter, they failed to fill the position of Assistant Foreman on Section No. 3, Siegfried, Pa.

(1) That the senior Assistant Foreman now working in a lower rank and/or furloughed now be reimbursed for the equivalent amount of time he would have earned had he been assigned to this position of Assistant Foreman. Claim to date from January 4, 1960 until the violation is corrected.

(2) That the Carrier now advertise the position of Assistant Foreman, Section No. 3, Siegfried, Pa.

OPINION OF BOARD:

R. Beers was the sole Assistant Foreman regularly assigned to Section No. 3 at Siegfried, but from January 4 until about March 1, 1960 he performed service at Allentown. Two called-back track laborers and a crane were assigned to him during his service at Allentown. For the period involved the Assistant Foreman was paid his regular wages and travel time from his assigned headquarters at Section No. 3 and return on each day of work. The contention in this claim is that the Carrier violated Exhibit No. 14 of the labor agreement by failing to fill the position of Assistant Foreman of Section No. 3 at Siegfried while Assistant Foreman Beers was working at Allentown.

Appendix A of Exhibit No. 14 provides that one Assistant Foreman shall be maintained at Siegfried unless changed by mutual agreement. The effect of the above-described Carrier action was the assignment of an extra gang at Allentown from January 4 until about March 1, 1960. The regular Allentown gang was not affected. For all practical purposes, Assistant Foreman Beers' position was continuously blanked at Siegfried while he was serving at Allentown, even though he was paid on the basis of his headquarters at Siegfried.

Under these facts, we think there is merit to the contention that there was a violation of the minimum force requirements at Siegfried, as set forth in Appendix A of Exhibit No. 14. We note that this was not a sporadic situation which occurred for a day or two in order to handle additional work.

A W A R D: The claim is sustained except with respect to Item (2) thereof. Item (2) of the claim has become moot.

/sd/ Lloyd H. Bailer  
Lloyd H. Bailer, Neutral Member

/sd/ A. J. Cunningham  
A. J. Cunningham, Employee Member

/sd/ C. S. Strang  
C. S. Strang, Carrier Member

Jersey City, N. J.  
October 13, 1964.