

SPECIAL BOARD OF ADJUSTMENT NO. 306

THE ORDER OF RAILROAD TELEGRAPHERS

VS.

THE NEW YORK, NEW HAVEN & HARTFORD RAILROAD COMPANY

STATEMENT
OF CLAIM:

"Claim of the General Committee of the Order of Railroad Telegraphers on the New York, New Haven & Hartford Railroad Company that:

1. The terms of the agreement between the parties have been violated and continue to be violated when, effective July 1, 1959, the position of signal station operator, first shift, Tower U-416, Buzzards Bay, Massachusetts was discontinued and the duties thereof transferred to the position of agent, Buzzards Bay, by unilateral action of the carrier.
2. The position of signal station operator, first shift at Tower U-416 shall be restored, the occupant at time of discontinuance, Mr. A. A. Patnaude, shall be restored thereto and reimbursed for any lost earnings, together with payment under the terms of Article 29 while occupying positions other than his own, until duly restored.
3. All employees adversely affected shall be reimbursed for lost earnings, until the position of Buzzards Bay signal station operator, third shift, is restored and the agreement complied with."

FINDINGS:

Effective July 1, 1959 the Carrier discontinued all passenger service, 23 trains, on the Old Colony Line together with all ticket, passenger and operating work. About 400 positions were abolished including 29 telegrapher positions.

At Buzzards Bay there had been an Agent and two S.S. Operator positions. Effective July 1, 1959 one operator position was abolished and the agent position changed to Agent-S.S. Operator. This claim alleges such action is a violation of the agreement as interpreted by Award 434 and others of the Third Division, N.R.A.B. Particular reference is made by both parties to Award 5507 involving these parties and participated in by this referee.

The basic principle was there stated as follows:

"In our Award No. 434, between the same parties, we held that to eliminate or combine positions, which have been negotiated into the agreement, the Carrier is obligated to follow the procedures established by the rules for the modification of the agreement except when such action is due to the elimination of the work and duties for which the position was created or to a change in the service required since the position was negotiated into the agreement."

Then that award held that the work and duties of the abolished position had not been eliminated and that there was no evidence of any change in the services required since the date of the last agreement. Here there is evidence of a very substantial change in the service required through the elimination of all passenger service and all work connected therewith. In fact the only service remaining was two freight trains, one daily Monday to Friday-one three days per week, and an occasional track patrol. On that evidence the action of the carrier was justified under the awards of the Third Division relied upon by the Employees.

AWARD: Claim denied.

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/s/ Dudley E. Whiting
DUDLEY E. WHITING, REFEREE

/s/ Russell J. Woodman
RUSSELL J. WOODMAN, Employee Member

/s/ J. J. Duffy
J. J. DUFFY, Carrier Member

DATED: June 13, 1961

