



CASE NO. 11
ORT 2398

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, that:

1. Carrier violates and continued to violate the agreement between the parties when it requires or permits the agent at Moosup, Connecticut, to suspend work during his regular hours at Moosup and perform work at Central Village, Connecticut; Carrier further violates and continues to violate the agreement between the parties when it requires or permits the agent at Moosup, Connecticut, to suspend work during his regular hours at Moosup and perform work at Wauregan, Connecticut.
2. The Carrier shall be required to compensate the senior idle employe, extra in preference, in the seniority district in the amount of a day's pay of eight hours for each violation on each day that it occurs, commencing with October 27, 1956, and continuing thereafter until the violation is corrected."

FINDINGS:

The agency at Wauregan was abolished on January 16, 1931 and a few remaining duties assigned to the agent at Central Village. On July 26, 1949 the agency at Central Village was abolished and the remaining carload work assigned to the agent at Moosup. The Local Chairman was advised of such action at that time as well as the occupants of the positions affected. The wage scale attached to the agreement effective September 1, 1949 listed only the position of agent-operator at Moosup.

On November 5, 1956 the General Chairman requested consideration of the establishment of an agency position at Wauregan due to increased traffic. Carrier investigated and advised him on December 4, 1956 that it found no need for such a position. This claim was then filed.

The Organization contends that it never negotiated upon the elimination of positions at Wauregan and Central Village. Where former positions are eliminated from an agreed wage scale and no protest is made for over six years, they must be deemed to have been eliminated by agreement.

The Organization contends that Article 3 is violated when the agent at Moosup is required to perform service at Central Village and Wauregan. The agreement does not prohibit the performance of work at outlying points and such is common practice. Article 3 simply guarantees each regularly assigned employee a day's pay according to location occupied, which means at the rate specified in the wage scale for the location there listed. Where, as here, the assignment at a location so listed includes service at outlying points there is no violation of that rule so long as he receives the pay so guaranteed.

Similarly such performance of service at those points is not a suspension of his assigned work during regular hours, so there is no violation of Article 9.

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. Gaherin
J. J. GAHERIN, Carrier Member

DATED: October 7, 1960