COOPERATING RAILWAY LABOR ORGANIZATIONS

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September 25, 1969

Mr. C. L. Dennis
Mr. H. C. Crotty
Mr. A. R. Lowry
Mr. C. J. Chamberlain
Mr. R. W. Smith

SUBJECT: Disputes Committee No. 605
Awards No. 142 through 144
(Signalmen Cases)

Dear Sirs and Brothers:

I am enclosing herewith copies of Awards No. 142 through 144 signed by Referee Zumas on September 22, 1969. We intend to dissent on Awards 142 and 144 because they are definitely contrary to the Agreement and the interpretations thereof.

Fraternally yours,

G. E. Leighty

Chairman
Five Cooperating Railway Labor Organizations

cc: L. P. Schoene
D. S. Beattie
F. T. Lynch

Award No. 142
Case No. SG-21-E

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES TO DISPUTE: Brotherhood of Railroad Signalmen
and
Erie Lackawanna Railroad Company

QUESTION AT ISSUE: Claim of the Brotherhood of Railroad Signalmen that the Erie Lackawanna Railroad Company should be required to compensate Marion Division signal employes as follows account transferring Kent Division Signal Gang No. 50 to the Marion Division without an implementing agreement in violation of the February 7,1965 Agreement:

Foreman C. L. Coates: One (1) day's pay for each and every week Gang 50 worked on the Marion Division after February 10, 1967.
Leading Signalman R. H. Dinius: Overtime pay for each and every hour a Leading Signalman in Gang 50 worked on the Marion Division after February 10, 1967.
Signal Maintainers C. E. McGee and E. E. Goodwin; Signalmen O. B. Daniels, W. J. Bryant and P. L. Kennedy: Overtime pay for each and every hour the five (5) Signalmen in Gang 50 worked on the Marion Division after February 10, 1967.
Assistant Signalman W. E. McKenzie: Overtime pay for each and every hour an Assistant Signalman in Gang 50 worked on the Marion Division after February 10, 1967.
Helper V. R. Weinley: Overtime pay for each and every hour a Signal Helper in Gang 50 worked on the Marion Division after February 10, 1967.

The time claims to be based on time shown on time sheets submitted by R. H. Jerome, the Foreman on Gang 50.

OPINION OF BOARD: As the result of an ice storm on January 26, 1967 which caused considerable damage to its signal facilities in the Marion seniority district, Carrier transferred signal employes from other seniority districts into the Marion district to make temporary repairs in order to restore the signal system to service.

Employes from the Kent District Signal Gang No. 50 were retained to work in the Marion district through the middle of March, 1967 even though, as the Organization contends, the signal system was restored to service around the middle of February, 1967.

The claims are based on the fact that the employes were transferred without an implementing agreement in violation of Article III of the February 7, 1965 Agreement.

The issue to be determined is whether implementing agreements are required when employes are transferred temporarily from one seniority district to another.

The precise question was determined by this Board in Award No. 70. There we held that implementing agreements are required only when permanent transfers are involved. We stated:

> "The Board's view that the February 7 Agreement requires an implementing agreement only when a permanent transfer is contemplated, is supported by Awards 32 and 66 of Special Board of Adjustment No. 605."

AWARD

The claims are denied.

Nicholas H. Zumas
Neutral Member

Dated: Washington, D.C.
September 22, 1969.

SPECIAL BOARD OF ADJUSTMENT NO. 605

Dissent of Labor Members

This case involves the same question that was involved in Awards Nos. 70, 71, 72, 73 and 74, namely: May the carrier, without benefit of an implementing agreement, temporarily transfer employees from one seniority district to another when both the carrier and the employee representative are signatories to the February 7, 1965 Agreement. In those cases we wrote a dissent demonstrating that the holding of the Neutral Member that such transfers are permissible is contradicted by both the agreement and the agreed upon Interpretation of November 24, 1965. The action of the Neutral Member in repeating the error in this case is perhaps not surprising but nonetheless regrettable.

We can only reemphasize what we said in our previous dissent. If we could express ourselves more strongly we would do so.

C. E. Chamberlain
Labor Member

J. E. Leighty
Labor ~~Member~~