

H. C. CROTTY
PRESIDENT

FRANK L. NOAKES
SECRETARY-TREASURER

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

AFFILIATED WITH THE A.F.L.-C.I.O. AND C.I.C.

GRAND LODGE
12050 WOODWARD AVE., DETROIT, MICHIGAN 48203

OFFICE OF
PRESIDENT

RECORDED 29

January 13, 1970

FILE SBA #605
General

Mr. J. J. Berta
704-06 Consumers Building
220 South State Street
Chicago, Illinois 60604

Dear Brother Berta:

Re: Awards of Special Board of
Adjustment No. 605

For the completion of your records, I am enclosing signed copies of Awards Nos. 164 through 177. A copy of Award No. 169, with appropriate transmittal letter, will be sent to General Chairman A. Farro.

With best wishes, I am

Sincerely and fraternally yours,

H. C. Crotty
President

Enclosures



COOPERATING RAILWAY LABOR ORGANIZATIONS

G. E. Leighty • Chairman
Railway Labor Building • Suite 804
420 First Street, N.W. • Washington, D. C. 20001
Code 202 RE 7-1541

John J. McNamara • Treasurer
Fifth Floor, VFW Building
200 Maryland Ave., N.E. • Washington, D. C. 20002
Code 202 547-7540

January 5, 1970

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

Subject: Dispute Committee No. 605
Awards 164 through 168
(Signalmen Cases)

Dear Sirs and Brothers:

I am enclosing herewith copies of Awards Nos. 164 through 168 signed by Referee Friedman on December 8, 1969. Both the carrier representatives and the organization representatives reserved the right to dissent on some of these Awards but I doubt that any dissent will be written. If there are you will be supplied with copies of the dissents.

Fraternally yours,

G. E. Leighty
Chairman
Five Cooperating Railway Labor Organizations

Encl.

cc: Mr. L. P. Schoene
Mr. F. T. Lynch

GEL/np

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) New York, Susquehanna and Western Railroad Company
TO THE) and
DISPUTE) Brotherhood of Railroad Signalmen

ISSUE: Claim that Carrier improperly abolished positions held by Assistant Signalman William Penc, Assistant Maintainer Edward Nieweglowski and Signalman James T. Walsh, and should now be required to allow them all compensation and other benefits due under the provisions of the February 7, 1965 Agreement.

**OPINION
OF BOARD:** Although a time-limit issue arising out of this claim has been submitted to the Third Division by the Employes, the Employes stipulate that they do not seek double compensation. In any event, the matter is before this Committee on its merits and not on the time-limit question.

The three Claimants are protected employees. They were furloughed without compensation at different times during the first half of 1968. Carrier's defense was that a decline in business and a weak financial position necessitated these actions.

However, Article I, Section 3, which permits a reduction in the number of protected employees, provides a specific method for calculating the allowable percentage reduction. These procedures were not followed by Carrier. Indeed, Carrier submitted none of the calculations specifically required by Article I, Section 3.

Under the February 7, 1965, Agreement, Carriers are not permitted to lay off protected employees without compensation simply because business has fallen off, unless the average percentage decline "of both operating revenue and net revenue ton miles in any 30-day period" has exceeded 5% "compared with the average of the same period for the years 1963 and 1964." Then,

AWARD NO. 164
Case No. SG-27-E

and only then, under this provision employees may be laid off commensurate with that percentage decline. Having utterly failed to comply with this method by which there may be a reduction in force of protected employees, Carrier had no contractual authority to furlough the claimants.

A W A R D

Claim sustained.

Milton Friedman
Milton Friedman
Neutral Member

Washington, D. C.
December 8, 1969