

AWARD NO. 283  
Case No. SG-35-W

*James*  
PARTIES ) New Orleans Union Passenger Terminal  
TO THE ) and  
DISPUTE ) Brotherhood of Railroad Signalmen

QUESTION  
AT ISSUE:

Claim on behalf of Testman-Inspector  
A. E. Barkdull for all time lost because  
his position was abolished September 30,  
1970.

OPINION

OF BOARD: In the submission and argument of this case three  
lines of attack were developed by the Organization.  
One was that Carrier had presented different figures  
on the decline in business to this Organization and to another.  
When it was learned that the different figures were based upon  
different formulae, the Organization claimed that Carrier did  
not properly apply the Answer to Question No. 4 on Page 7 of  
the Interpretations in making different agreements with different  
organizations. Finally, it was said, Claimant should have been  
recalled within 15 days when Carrier's business decline no longer  
justified a force reduction, but this was not done.

Article I, Section 3, permits a reduction in force  
proportionate to a decline in business exceeding 5%. According  
to Carrier's records, measured in the way which the parties had  
agreed upon, business had declined in excess of 55% in October,  
1970, compared with the base period. Therefore, the February 7  
Agreement permitted the layoff of one of the two Signalmen.

It appears that different figures were used under  
an agreement with the Clerks, because a different factor was  
measured. This difference is specifically contemplated by the  
respective agreements. Each of the agreements was negotiated  
pursuant to the Interpretations, which require the adoption by  
organizations and terminal companies of relevant formulae to  
calculate a decline in business.

It is undenied that the parties had entered into a  
binding agreement describing how they would determine whether  
a decline in business was sufficient to justify a reduction in

AWARD NO. 283  
Case NO. SG-35-W


force. There is no contractual requirement for a single formula to be used by a terminal company and all organizations signatory to the February 7 Agreement. It has been common for more than one such agreement to be reached on a property, each keyed to specific factors meaningful to the specific organization.

The formula in the Organization's agreement with Carrier was properly applied in Claimant's case beginning in October, 1970, except for the month of November. Retrospective examination revealed a decline of less than 55% in November, and the layoff of one of the two Signalmen therefore was improper in that month. The answer to Question No. 2 on Page 7 of the Interpretations states that if the "business decline did not occur as anticipated, employees improperly deprived of work will be made whole." Claimant consequently was entitled to be compensated for the month in which the decline was less than 55%. He was compensated for November, 1970, and no further sums are due him.

Since Carrier has complied with the February 7 Agreement, with the Interpretations, and with the local agreement designed to measure the percentage of business decline, the claim must be denied.

A W A R D

Claim denied.

  
Milton Friedman  
Neutral Member

Dated: Washington, D. C.  
January 27, 1972