

Award No. 5625

Docket No. 5465

2-SP(PL)-EW-'69

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Francis B. Murphy when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 114, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Electrical Workers)**

**SOUTHERN PACIFIC COMPANY
(Pacific Lines)**

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement Electrician R. A. Vielledent, hereinafter referred to as Claimant, was unjustly treated when he was dismissed from the service of the Southern Pacific Company (Pacific Lines) on December 16, 1965, for alleged violation of Carrier's Rule 810 of the General Rules and Regulations.

2. That accordingly, the Carrier be ordered to:

- (a) restore Claimant to service with all service and seniority rights unimpaired, with pay for time lost;
- (b) grant Claimant all vacation rights;
- (c) pay Claimant's Southern Pacific Hospital Association contributions, including dependents' hospital, surgical, medical and death benefit premiums under the Travelers Insurance Group Policy, for all time Claimant is held out of service.

EMPLOYEES' STATEMENT OF FACTS: Electrician R. A. Vielledent, hereinafter referred to as the Claimant, was assigned, prior to December 16, 1965, as an Electrician under the supervision of Mr. W. T. McPherson, Electrical Supervisor, Tucson-Rio Grande Division, and was headquartered at Phoenix, Arizona.

On October 18, 1965, Bulletin No. 19 was posted on the Tucson-Rio Grande Division, over the signature of Mr. W. T. McPherson, advising the abolishment of position held by Claimant, headquarters Tucson, Arizona, to become effective October 29, 1965, at close of shift. This bulletin also

With respect to remainder of claim, requesting:

"(b) grant Claimant all vacation rights;

(c) pay Claimant's Southern Pacific Hospital Association contributions, including dependents' hospital, surgical, medical and death benefit premiums under the Travelers Insurance Group Policy, for all time Claimant is held out of service."

Following his dismissal, claimant was allowed all vacation pay to which he was entitled in accordance with the controlling Vacation Agreement. Carrier is not aware of any other vacation rights which would flow to the claimant under the Vacation Agreement and, in fact, asserts there are none. Petitioner's requests that the Company pay premiums for hospital, surgical and medical benefits and pay the premiums for life insurance are not supported by any rule, custom or practice in effect on Carrier's property and, carrier asserts, are not properly referable to your Honorable Board.

CONCLUSION

The carrier respectfully submits that having conclusively established that the claim is entirely without merit, it should be denied.

All data herein submitted have been presented to the duly authorized representative of the petitioner and were made a part of the particular question in dispute.

The carrier reserves the right, if and when it is furnished with the submission which may have been or will be filed ex parte by the petitioner in this case, to make such further answers as may be necessary in relation to all allegations and claims as may be advanced by the petitioner in such submission, which cannot be forecast by the carrier at this time and have not been answered in this the carrier's initial submission.

(Exhibits not reproduced.)

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The facts presented in this dispute, particularly those contained in the investigation transcript of December 14, 1965, clearly reveal that the claimant, for personal reasons, did not desire to accept employment at El Paso, even though preservation and exercise of his seniority rights required that he do so. It is not, therefore, necessary for us to consider the fact that the claim handled on this property is not the same claim before us for disposition

or that the claim for compensation contravenes the clear provisions of Rule 39 of the pertinent collective agreement.

AWARD

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION**

**ATTEST: Charles C. McCarthy
Executive Secretary**

Dated at Chicago, Illinois, this 22nd day of January, 1969.