

Award No. 1603
Docket No. 1509
2-AT&SF-MA-'52

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Edward F. Carter when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Machinists)**

**THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY (Eastern Lines)**

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier improperly denied Machinist C. W. Woosley compensation for travel and waiting time, Arkansas City to Ponca City and return and expenses incurred while at Ponca City during the period October 4 to November 4, 1949, inclusive.
2. That accordingly the Carrier be ordered to compensate Machinist Woosley for the aforesaid travel and waiting time and expenses incurred during the aforementioned period.

EMPLOYEES' STATEMENT OF FACTS: Machinist F. E. McCartney, regularly assigned machinist at Ponca City, was off duty on account of injury; his position was bulletined to the employees at Arkansas City as a temporary vacancy on September 26, 1949. Because of no bids being received and no employees furloughed at Ponca City, the position was filled by assigning Machinist Woosley, hereinafter referred to as the claimant, the junior qualified machinist at Arkansas City. The claimant filled this assignment until November 4, 1949, when he returned to Arkansas City to fill a machinist job he bid in.

The agreement effective August 1, 1945, as subsequently amended is controlling.

POSITION OF EMPLOYEES: It is submitted that Ponca City is an outlying point where only one machinist is employed, the occupant of that one position being Machinist F. E. McCartney, who was off account of injury during which time he did not relinquish his rights to the position he owned and was subject to be returned to this position when he recovered from his

Ponca City account no bids having been received and he being the junior qualified employe eligible to submit bid.

(2) That his assignment is supported by the employes under interpretation of former Item (7) of Appendix "B" as set out in System Federation 97's letter of July 17, 1948.

(3) That Award 1282 of the Second Division of the National Railroad Adjustment Board in the A. K. Sump case, carman helper, Newton, had the effect of interpreting former Item (7) as combining the home point and the designated isolated point as one indivisible point, when reducing the force and, conversely, the same application must be given the item in increasing or filling vacancies, which is what was done in the Woosley case.

Obviously, the claim is without merit, contrary to the rules, and is not supported in view of the impressive record of past practice and understanding and should be denied.

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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.

The parties to said dispute were given due notice of hearing thereon.

One Frank E. McCartney was regularly assigned Machinist at Ponca City, Oklahoma, prior to September 24, 1949. On that date, he was severely injured. The carrier anticipated that the temporary vacancy would exceed 30 days and bulletined the position. No bids being received, C. W. Woosley, the junior qualified employe, was assigned in accordance with the rules of the current agreement. He worked the position until November 5, 1949, when he was permitted to bid in a position as relief machinist at Arkansas City. The claim involves 25 working days between October 4, 1949 and November 5, 1949, and specifically is a claim for actual expenses incurred on twelve of these days amounting to \$45.72 and pay for travel time in the amount of \$34.75.

We think claimant was properly assigned to the temporary vacancy at Ponca City under Rule 16(c) which provides in part: "If no bids are received, the position will be filled by assigning the junior qualified employe of his craft."

We are of the opinion also that claimant is entitled to be compensated for expenses and travel time under the provisions of Rule 11, current agreement. Ponca City is clearly an outlying point within the meaning of the rule even if it is a common point with Arkansas City for purposes of exercising seniority.

The contention of the carrier that the dispute is controlled by Appendix B (7) has no merit for the reason that this rule applies only to permanent and seasonal positions at isolated points. Even though Ponca City may be an isolated point within the meaning of this rule, it does not come within its provisions because the vacancy filled was admittedly a temporary one. The dispute must be adjusted under the provisions of Rule 11. The reason for this is that claimant did not exercise his seniority when he went to Ponca City. He was directed to go there by the carrier. Under such circumstances Rule 16 (e) has no application.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 17th day of December, 1952.