

Award No. 8391
Docket No. SG-8121

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Lloyd H. Bailer, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

SEABOARD AIR LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Seaboard Air Line Railroad Company that:

(a) The Carrier violated the Signalmen's Agreement, dated for Rates effective October 1, 1951, and for Rules effective November 1, 1951, when on July 9, 1954, it arbitrarily removed Signal Helper G. H. Gillikin from the service of the Seaboard Air Line Railroad Company for having failed to establish his residence at Dallas, Georgia, the point of his assigned headquarters, within the time limit specified by the Carrier.

(b) Signal Helper G. H. Gillikin be reinstated to his regular assigned position at Dallas, Georgia, with full seniority and other rights unimpaired.

(c) Signal Helper G. H. Gillikin be reimbursed for all wage loss sustained from July 9, 1954, on which date he was removed from the service of the Seaboard Air Line Railroad Company, until such date as he is reinstated to his regular assigned position at Dallas, Georgia.

(d) Signal Helper G. H. Gillikin be reimbursed actual expenses incurred while seeking other employment or working other positions with the Carrier, until such date he is reinstated to his regular assignment at Dallas, Georgia, and thereafter until all necessary corrections are made in line with this claim.

EMPLOYEES' STATEMENT OF FACTS: On July 9, 1954, the Carrier arbitrarily removed Mr. G. H. Gillikin, Signal Helper, Dallas, Georgia, from the service of the Seaboard Air Line Railroad Company when he failed to establish his residence at Dallas, Georgia.

The claimant was first awarded the temporary Signal Helper's position at Dallas, Georgia, by bulletin No. SH-93-2, dated September 24, 1953. On December 4, 1953, the claimant was awarded the permanent Signal Helper's

nothing to lose. To make it more ridiculous, as the record shows, he charged this Carrier with acting arbitrarily so as to force an appeal to the Adjustment Board where Management would have a chance to seek something not contained in the agreement.

Carrier did not act arbitrarily in this case. Mr. Giliikin and his General Chairman were responsible for his not working the Signal Helper's position in question after July 9, 1954. He removed himself from the position by his refusal to reside at the headquarters point. Also see First Division Award 16521.

There is no merit to the instant claim and it should be denied.

Carrier affirmatively states that all data contained herein has been made known to Organization representative.

(Exhibits not reproduced.)

OPINION OF BOARD: On July 9, 1954 Claimant was furloughed from his position as Signal Helper, with assigned headquarters at Dallas, Georgia, due to his refusal to comply with Carrier's instructions that he move his residence to that location. The assigned territory of this position extends from the west end of Edna, Georgia to the east end of Rockmart, Georgia, a distance of 38.4 miles. Dallas is located near the center of this territory. Claimant continued to reside at Rockmart, where he had been living while holding another position with the Carrier. Claimant contended he owned his home in Rockmart and was not in a position to move at the time. He further asserted he could fill the duties required of him without moving his residence to the headquarters' point.

Claimant subsequently bid in and was awarded a temporary position of Signalman at Richmond, Virginia, where he began working on October 18, 1954. In January 1955 he moved to position of Assistant Signal Maintainer at Irondale, Alabama, whence he returned to his previous position of Signal Helper at Dallas, Georgia, in April 1955. On the latter occasion he began residing at Dallas, the headquarters point.

The headquarters of the position from which Claimant was furloughed was indicated in the bulletin for which he was the successful bidder in December 1953. The bulletin did not state a requirement to live at assigned headquarters. Nor was there any written Carrier rule to this effect.

The Organization contends Management is without authority to enforce such a requirement in the instant case particularly in the light of Rule 17 of the Agreement. Carrier responds the Agreement does not abridge its authority in this respect, that in fact it is contemplated therein that employees will reside at the headquarters point, and that it had always been the practice for signal employees to reside at or in close proximity to their headquarters point except in instances where Management made an exception due to peculiar circumstances.

Rule 17 (Subject to Call) states that "employees will be free to leave their home station after regular tour of duty." The Rule goes on to state that signal employees assigned to or filling maintainer positions, however, "will notify the signal supervisor and chief dispatcher, on their respective territory, of their residence and telephone number, if they have a telephone, and will respond as promptly as conditions will permit, when called for

service outside of regular assigned working hours * * *." Thereafter reference is made to the procedure for registering off "subject to call" by Signal Maintainers and Assistant Signal Maintainers, and to the calling of employees holding such positions for trouble on their assigned section of territory.

The parties having agreed in Rule 17 that the employees are free to leave their home station (headquarters point) after their regular tour of duty, it clearly would be contradictory to hold that the Carrier nevertheless may require an employee to reside at his assigned headquarters' point. There is no other reference in this rule that abridges this freedom of the employees to leave their home station after their regular tour of duty. The remainder of the rule has to do, as we have seen, with advising the Carrier concerning where specified classes of employees may be contacted, and with their rights to be called, or to be free from call. Nor is there any other provision in the Agreement that is in express conflict with the clear meaning of the Rule 17 proviso first quoted above.

In view of the precise and unambiguous wording of Rule 17, and any practice to the contrary that may have existed notwithstanding, we are constrained to hold that Carrier is barred by the Agreement from requiring an employee to reside at headquarters point. We are not unmindful of the need for maintaining the Carrier's signal system at peak efficiency, and for promptly correcting signal trouble that may occur, as urged by the Respondent. However, we are without authority to revise the parties' Agreement.

In the light of what has been said above it follows that Carrier violated the Agreement when it furloughed Claimant from his Signal Helper position in July 1954. He is entitled to be reimbursed for pay loss from the date of said furlough until he returned to Carrier's active service in October 1954. The Agreement affords no basis for awarding Claimant the amount of expenses incurred, however.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employee involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involving herein; and

That Carrier violated the Agreement.

AWARD

Claim sustained in accordance with above Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 10th day of July, 1958.