

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Joseph S. Kane, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CENTRAL OF GEORGIA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Central of Georgia Railway Company that:

(a) The Carrier violated the current Signalmen's Agreement particularly the Supplemental Agreement on June 1, 1955, which covers employees doing vacation relief work, when it refused to confirm the expense account of Mr. R. L. Stewart in the amount of \$41.69, covering expenses incurred while doing vacation relief work during the month of August 1958.

(b) The Carrier pay this expense account as submitted by Mr. R. L. Stewart while working as relief Signal Maintainer at Alexander City, Alabama, during the month of August 1958. [Carrier's File Docket SIG 7355 — SIG 447.]

EMPLOYEES' STATEMENT OF FACTS: Mr. R. L. Stewart was a furloughed Assistant Signalman for this Carrier. During the period of time commencing August 4 through August 22, 1958, the Signal Maintainer with headquarters at Alexander City, Alabama, was on vacation and the Carrier recalled Mr. Stewart from the furloughed list to fill the vacation vacancy. Mr. Stewart filled the vacation vacancy at Alexander City, Ala., from August 4 through August 22, 1958, and was required to continue on the assignment during the week of August 25 through August 29 due to the Signal Maintainer being off sick.

After completing the relief assignment at Alexander City, Ala., Mr. Stewart submitted a statement of expenses covering the period August 4 through August 29, 1958, to Mr. W. M. Whitehurst, Signal Engineer.

Under date of September 2, 1958, Signal Engineer Whitehurst wrote Mr. Stewart and declined to pay the expenses for the period of August 4 through August 22, 1958, but stated that he would allow expenses incurred during week of August 25 through August 29 if Mr. Stewart would re-submit an expense account covering just that period. The letter read as follows:

CONCLUSION

It has been proven that the claim is barred. Also that:

- (1) The claim involves a claim for expenses for August 4-22, 1958, which expenses the petitioners have no agreement to cover;
- (2) The Central of Georgia did **not** violate any rule or past practice by declining to pay expenses for a furloughed employee who has no "home station";
- (3) The Board is without authority to grant the **new Agreement and rule** here demanded, and has so recognized in numerous prior awards;

the claim is clearly **not** supported by the Central of Georgia in evidence, and the Board cannot do other than make a denial award.

(Exhibits not reproduced.)

OPINION OF BOARD: Carrier urges that the claim should be dismissed because it was not appealed within the sixty-day time limit provided in Article V. The record shows that the General Chairman's appeal to the Chief Engineer was beyond the sixty-day period; however, the Chief Engineer accepted the appeal and declined the claim on its merits without invoking Article V. The claim was then progressed and handled in the usual manner with carrier's highest designated officer. Under these circumstances, we hold that the bar was not timely invoked and must be deemed to have been waived by carrier in this particular case.

As to the merits, Awards 12342 and 12343 involve disputes identical in principle between these same parties. We adopt the opinion therein as determinative of the issue in this docket.

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

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees 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 involved herein; and

That the Agreement was violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of May 1964.