



Award Number 17556

Docket Number CL-17063

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Jerry L. Goodman, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS AND
STATION EMPLOYES**

GEORGIA AND FLORIDA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6259) that:

- (1) The Carrier violated and continues to violate the rules of the Special Agreement of June 13, 1963 when it refused and continues to refuse to allow Claimant C. M. Story, former Assistant to Auditor in the General Offices at Augusta, Georgia and present Chief Clerk at Nashville, Georgia, Agency, the proper compensation contemplated by said Agreement, and that, therefore,
- (2) Claimant C. M. Story shall now be paid a total of \$4,339.68 which represents the difference between the total compensation of the basic monthly rate of his former position of Assistant to Auditor of \$9,025.00 for the period April 18, 1963 through August 31, 1964 and the basic monthly rate of his retained position for the same period, or \$2,866.18; the allowance received for this same period, or \$1,819.14.

EMPLOYEES' STATEMENT OF FACTS: As result of Finance Docket No. 21974, wherein the Interstate Commerce Commission approved the purchase by the Southern Railway Company (or its assignee) of the Georgia and Florida Railroad, the General Chairmen representing all crafts of employees covered by their respective labor organization's agreement, signed an Agreement with President J. P. Belvin of the newly organized Georgia and Florida Railway Company, which Agreement provided for the protective conditions for such employees as was recommended in I. C. C. Finance Docket No. 21974. Copy of this Agreement, which is self explanatory, is hereto attached and identified as Employees' Exhibit No. 1.

Subsequent to the execution of the above mentioned Agreement, several conferences were held between the General Chairman and the Director of Personnel and other Officers of the Carrier which generally had to do with determination of the employees' rights and the dissolution of the Receivership and the work necessary to perform in connection therewith and in pursuance of the latter specific purpose, all positions in Claimant C. M. Story's Department of the General Offices at Augusta, Georgia having been abolished, Claimant Story had no alternative than to exercise his seniority over the position of Chief Clerk at Nashville, Georgia, a point at an ap-

The matter is closed, and your improper claim is barred."

Just as a matter of record, attached hereto marked CARRIER'S EXHIBIT "J" is the seniority roster as of January 1, 1963, listing all employees in Groups 1 and 2 on the Georgia & Florida Railroad. The claimant, C. M. Story, is No. 12 on the roster.

The Agreement

The basic agreement between the clerical employees of Carrier with the Clerks' organization is effective October 1, 1957, however, the claim here involved alleged a violation of the June 13, 1963 special agreement attached hereto as CARRIER'S EXHIBIT "A".

(Exhibits Not Reproduced)

OPINION OF BOARD: Carrier acquired Georgia & Florida Railroad and in doing so agreed that any employee of the latter retained in employment but placed in a less paying position would for a period of four years receive an allowance equal to the difference between the monthly wage of the retained position and the monthly wage such employee would have received prior to the acquisition.

Claimant was retained in a position paying less than his former position which entitled him to the above described monthly allowance. However, he took a leave of absence from his retained position and worked another position at a monthly wage equal to that of his former position.

Nevertheless, he now makes claim for an amount equal to the total monthly allowance for the period he did not work the retained position.

The weight of the evidence in this case persuades us that during the period Claimant was entitled to receive the allowance he was, at his own request, on a leave of absence from his retained position. Therefore, he was not entitled to receive the compensation of the retained position which was the regular rate of the position plus the allowance made for the difference between the rate of this position and Claimant's former position.

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 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 not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of October 1969.