

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23879
Docket Number SG-23031

Martin F. Scheinman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Southern Railway Company

STATEMENT OF CLAIM: "Claim of the General **Committee** of the Brotherhood of Railroad Signalmen on the Southern Railway Company et al.:

On behalf of Signal Maintainer W. D. York because he was not reimbursed for 50% of his telephone bill from December 28, 1977 through March 28, 1978, in accordance with Rule 58 of the Agreement." (General Chairman **file: SR-59**.
Carrier file: **SG-340**)

OPINION OF BOARD: Claimant W. D. York, Signal Maintainer, submitted a bill to Carrier for 50% of his telephone bill from December 28, 1977 through March 28, 1978. The **Employees** contend that Carrier was obligated to reimburse Claimant for 50% of his telephone bill under the terms of Rule 58 of the Agreement.

Carrier contends that it had no obligation to pay Claimant's bill for the period in question. Claimant Was out of Work during that period because of an operation due to an off-duty back injury. Claimant's position was bulletined as a temporary vacancy on January 9, 1979.

Rule 58 states:

"Telephones-Rule 58: Employees shall not be required by the Company to provide a telephone at their own expense. Where telephones are so required, they shall be paid for 50% by the Company and 50% by the employees, except in instances where they are on a private line with no outside connection, in which case the Company will **ass-** the entire cost."

A reasonable interpretation of Rule 58 leads to the conclusion that Carrier did not violate the Agreement. As such, the claim must be denied.

Rule 58 is clear and unambiguous. It is intended to permit Carrier to require an employee to have a telephone. This is an exception to the general policy, as articulated in Rule 58, that Carrier may not require an **employee** to have a **telephone**. If Carrier makes such a requirement it is obligated to pay one-half of the cost.

Of course, the reason a Carrier would want this right is so as to provide an efficient method to contact the **employee** concerning work. The parties, in Rule 58 facilitated such contact by Carrier.

Here, **Claimant** was not in a work status. He was on long-term illness. This was not a situation of intermittent illness. In fact, the position was bulletined and filled as a temporary vacancy.

In such a situation, it is illogical to view the telephone as being required by the Company. After all, the Company did not need prompt access to Claimant so as to insure his timely availability for work. Instead, we are persuaded that 'in these special circumstances a long-term sickness and the filling of the position by way of a temporary vacancy - Carrier cannot be viewed as being responsible for the cost of the telephone.

We will dismiss the claim in its entirety.

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:

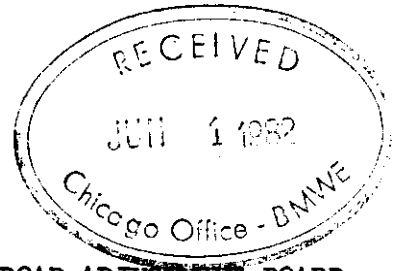
That the Carrier and the **Employees involved** in **this** dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, **1934**;

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: Acting Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie **Brasch** - Administrative Assistant

Dated at Chicago, Illinois, this 13th day of **May**, 1982.