

Award No. 12342
Docket No. SG-11621

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Michael J. Stack, Jr., 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:

Mr. E. L. McLendon be paid for expenses in the amount of Twenty Dollars (\$20.00) incurred while doing vacation relief work at Phenix City, Ala., during the week of May 5 through May 9, 1958.

[Carrier's File: Docket SIG 6850-SIG 445]

EMPLOYEES' STATEMENT OF FACTS: Mr. E. L. McLendon was a furloughed Assistant Signalman for this Carrier. During the week of May 5 through May 9, 1958, the Signal Maintainer with headquarters at Columbus, Ga., was on vacation and the Carrier recalled Mr. McLendon from the furloughed list to fill the vacation vacancy. Mr. McLendon filled the vacation vacancy at Columbus, Ga., and subsequently submitted a statement of expenses covering the week of May 5 through May 9, 1958, to Mr. W. M. Whitehurst, Signal Engineer.

Under date of June 3, 1958, Signal Engineer Whitehurst declined to pay the expense account in the following letter to Mr. McLendon:

"Returned attached is your statement of travel expenses for the month of May, 1958, in the amount of \$20.00, covering the week of May 5th while relieving Signal Maintainer with headquarters Columbus, who was on vacation that week.

You are not entitled to travel expense for this relief work since you were called from the furloughed list and had no 'home station.'

In view of the Carrier's denial of his expense account, Mr. McLendon turned the matter over to General Chairman J. R. Estes, Jr., who submitted the following claim to Signal Engineer Whitehurst under date of June 17, 1958:

"I am submitting the following claim to you for your approval.

- (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 Agreement in evidence, and the Board cannot do other than make a denial award.

(Exhibits not reproduced.)

OPINION OF BOARD: In 1955 the parties negotiated a Supplemental Agreement which provided:

"Effective June 1, 1955, Rule 38 (h) is amended to read as follows:

(h) Employees laid off by reason of force reduction or reduced to a lower seniority class, will be given opportunity to fill positions in the order of seniority. Temporary positions or vacancies of fifteen (15) working days, or less, may be filled by any available employee, but when it is known they will be of more than fifteen (15) working days' duration, the senior employee entitled thereto will be given opportunity to fill the position. However, the position may be filled by the senior available employee until the senior employee desiring to fill the position reports for duty.

* * * * *

Effective June 1, 1955, vacation relief work will be performed by Assistant Signalman or Helper in the gang, or furloughed men if there is no gang working. The senior qualified man applying will be given preference for this work.

While on maintenance vacation relief work away from his home station, the employee will be allowed a maximum of \$4.00 per day expenses (maximum \$20.00 per week). No traveling or other expenses will be allowed, and rate of pay will be that of the position on which he is relieving, or his own rate in the gang, whichever is the higher.

* * * * *

The foregoing shall remain in effect in accordance with the provisions of the Railway Labor Act, as amended."

Due to force reduction, Claimant was furloughed as an assistant signalman (assistant maintainer) on January 31, 1958, at which time he filed his name and address (Alexander City, Ala.) and requested available relief work. On April 29, Signal Maintainer J. J. Andrews requested that he be allowed one week's vacation starting Monday, May 5. This request was granted by the Signal Engineer's letter of April 29, copy of which was addressed to Claimant Mr. McLendon, Alexander City., Ala., with following instructions:

"Please report to Columbus Monday morning May 5th to relieve Mr. Andrews while he is away on vacation for that week."

Claimant performed the vacation relief work May 5 through 9 and at the

end of the month submitted form for the maximum \$4.00 per day expenses, totaling \$20.00, as provided in the Supplemental Agreement, which Carrier disallowed on the ground that Claimant was a furloughed employe and had no home station.

Whatever may have been the practice prior to June 1, 1955, it is evident that the parties by their Supplemental Agreement made a distinction between temporary vacancies and "vacation relief work," both as to method of filling and as to a specific expense allowance for maintenance vacation relief work. The agreement provides that the senior qualified man applying will be given preference for the vacation relief work. Petitioner contends that, as between those applying, the senior qualified man might be an assistant signalman working in a gang or a furloughed assistant maintainer, and that in either case he is entitled to the maximum \$4.00 per day (\$20.00 per week) expenses when performing maintenance vacation relief work away from the signal gang or home station from which he was furloughed as assistant maintainer.

We are of the opinion that the Supplemental Agreement supports Petitioner's contention. We find that Carrier has discontinued assistant maintainers on certain signal maintainer territories (Award 10238). Claimant in this case was furloughed either from a signal gang or as assistant maintainer with home station other than Columbus, Ga. He was notified at Alexander City, Alabama (the home station of a maintainer's territory) to protect the vacation relief work on the Columbus, Georgia section. If these conditions did not entitle Claimant to the \$4.00 per day expense as the senior available qualified furloughed employe, then Carrier violated the plain terms of the Supplemental Agreement in using a furloughed employe without first offering the vacation relief work to men working in the signal gang.

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 Employes involved in this dispute are respectively Carrier and Employes 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 20th day of March 1964.