

Award No. 14958
Docket No. SG-14467

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
ERIE-LACKAWANNA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Erie-Lackawanna Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly Articles 6 and 10(b) of the Vacation Agreement and Rule 49 of the Schedule Agreement, when it failed to fill a vacation vacancy created when the regularly assigned Signal Helper on Section No. 5, Decatur, Indiana, was on vacation from September 10-21, inclusive, 1962.

(b) The Carrier be required to compensate Mr. H. E. Summers, Signal Helper on furlough during the two-week period, for eighty (80) hours at the Signal Helper's rate of pay. (Carrier's File: 220.12; Item: 101)

EMPLOYEES' STATEMENT OF FACTS: The Signal Helper regularly assigned to Section 5 at Decatur, Indiana, was on vacation from September 10 to 14 and 17 to 21, 1962, during which time his position was blanked.

During the above mentioned period Mr. H. E. Summers was furloughed and claim was filed on his behalf on September 22, 1962, by Local Chairman K. O. Early citing Carrier's violation of Articles 6 and 10(b) of the National Vacation Agreement. The original claim is Brotherhood's Exhibit No. 1.

The claim was denied by Supervisor Communications and Signals W. F. Caden in a letter addressed to Mr. Early under date of October 11, 1962, which is Brotherhood's Exhibit No. 2.

Subsequent correspondence between the representatives of the Employees and the Carrier which constitutes the handling of the claim on the property is attached hereto and identified as Brotherhood's Exhibit Nos. 3 through 10.

It was Carrier's primary position that claim could not be made on behalf of Claimant Summers because he had been offered the opportunity to work the vacancy and would not accept it due to the stipulation which Carrier attached to the offer. He was told to work the job without expenses or not at all. It was also the position of the Carrier that since a truck was furnished to

B of RS has again been violated by the Carrier failing to fill the position of Mtrs. Helper on Sec. 5, Decatur, Indiana, Rules 6 and 10b being among those violated.

It is the opinion of the Committee that a burden is placed on any Signal Maintainer, who is left without a Helper. It also forces the Maintainer to use unsafe practices to carry out his duties as required by the Erie Lackawanna RR.

The fact that the truck, regularly assigned to Sec. 7, at Huntington, Indiana, was placed at the disposal of the Maintainer at Decatur, does not relieve him of the extra burden, but adds a second burden by forcing the Maintainer on Sec. 7, to maintain territory normally maintained by truck, to rely on a motor car in TCS territory. This certainly could be classified as unfair labor practice in an effort to avoid the proper application of the Agreement.

It is the opinion of the Committee, that the Agreement has been violated, that a burden was placed on H. J. Pearson, Mtr. at Decatur, Indiana, while being forced to work without a Helper for the weeks of Sept. 10 to 14, and 17 to 21, 1962.

Therefore, the Committee claims that H. E. Summers should be paid 80 hours at Helper's rate for the above dates.

Please acknowledge and advise when this claim will be allowed.

Yours truly,

/s/ K. O. Early
Chairman of
Local 101
B of RS

cc: W. D. Wilson"

Claim was denied by Mr. Caden on October 2, 1962 and thereafter progressed in the usual and prescribed manner up to and including Carrier's highest officer designated to handle such disputes, where it was discussed in conference March 1, 1963, and letter of denial dated February 25, 1963 reaffirmed.

OPINION OF BOARD: The claim before us is that Carrier violated the Agreement "when it failed to fill a vacation vacancy created when the regularly assigned Signal Helper on Section 5 was on vacation from September 10-21, inclusive, in 1962."

The record here discloses the Claimant had been furloughed September 7, 1962. It also discloses the Carrier assigned the Maintainer a truck, which obviated the need of a Helper to help remove the motor car from the rails to clear for trains, to cover the territory of Section No. 5.

Articles 6 and 10(b) fully support Carrier's action, and a denial Award is required. Award 14397.

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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of November 1966.