

Award No. 19060
Docket No. SG-19360

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Gene T. Ritter, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN
ATLANTA AND WEST POINT RAIL ROAD COMPANY**

THE WESTERN RAILWAY OF ALABAMA

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Atlanta and West Point Rail Road Company — The Western Railway of Alabama that:

(a) Carrier acted in an arbitrary and capricious manner when it unilaterally set as a condition to Bulletin No. 185, dated May 30, 1969, the successful applicant would be reimbursed at .09 cents per mile for use of personal vehicle in connection with the duties of Signal Inspector.

(b) Carrier pay to Troy Collins the difference between .09 cents per mile and .12 cents per mile for each mile his personal vehicle is used for company business and, in addition thereto, \$12.00 for each date said vehicle is used for company business. Claim commencing 60 days retroactive from this date and continuing thereafter until a correction is made.

EMPLOYEES' STATEMENT OF FACTS: The instant dispute arose because the Carrier required the successful applicant (Claimant) of the position advertised by Bulletin No. 185 to use his private automobile as a requirement of the position of Signal Inspector, and allowed him only 9¢ per mile instead of that charged by Mr. Troy Collins.

On May 30, 1969, Carrier issued Bulletin No. 185 advertising for bids until June 9, 1969, the position of Signal Inspector with headquarters at Atlanta, Georgia. The bulletin further outlined the limits of the assigned territory, and the rest days.

The following condition was noted on the bulletin:

"Since there are no provisions at the present time for a company vehicle, use of personal vehicle will be reimbursed at .09 cents per mile." (See Brotherhood's Exhibit No. 1)

The General Chairman immediately took exception to the stipulation on the bulletin that no company vehicle would be furnished and that use of the successful applicant's personal vehicle would be reimbursed at 9¢ per mile —

rier to handle such disputes (Carrier Exhibits I, J, K and L), and the claim was declined in each instance. Effective September 1, 1970, Mr. J. E. Channell became General Chairman, and on the 28th he wrote for a conference date to discuss the Collins claim. Conference was held on November 13, 1970, and the Carrier wrote the Organization thereafter as set forth in Carrier Exhibit M. Carrier was advised that the file was being turned over to Grand Lodge for further handling as a potential Board case, and on February 2, 1971, received copy of letter dated January 29, 1971, from Mr. C. J. Chamberlain, President, Brotherhood of Railroad Signalmen, to former Executive Secretary Schulty, Third Division, National Railroad Adjustment Board, of intention to file an ex parte submission covering the dispute which is now before this honorable Board.

Mr. Chamberlain, in his letter of January 29, 1971, refers to "an unjust dispute between our organization and the Atlanta and West Point Rail Road Company—The Western Railway of Alabama"; therefore, those lines are shown in this submission as parties to the dispute. Georgia Railroad, nonetheless, is also a party to the dispute. It will be noted from Carrier Exhibit A that the bulletin was issued in the name of A&WP-WofA-GaRR and that the signal inspector's assigned territory, with home station at Atlanta, Georgia, is "Main Lines, Montgomery to Augusta, and all branch lines." While Atlanta and West Point Rail Road Company, The Western Railway of Alabama and Georgia Railroad are separate entities, and there is currently in effect a schedule agreement between A&WP-WofA and employees thereof in the Signal, Telegraph Department represented by Brotherhood of Railroad Signalmen of America (now Brotherhood of Railroad Signalmen) and a schedule agreement between Georgia Railroad and its employees in the Signal, Telephone and Telegraph Department represented by the Brotherhood of Railroad Signalmen of America (now Brotherhood of Railroad Signalmen), both effective September 1, 1946 (copies of which are on file with the Third Division, National Railroad Adjustment Board), these lines are under a common management, the schedule agreements aforementioned are identical and provide, in Rule 40, that "Seniority rights of employees shall extend over the Atlanta and West Point Rail Road Company-The Railway of Alabama and the Georgia Railroad;" bulletins are issued in the name of A&WP-WofA-GaRR jointly; there is an unimpeded flow of signal forces interchangeably between A&WP-WofA-GaRR; too, consolidated seniority rosters are issued in line with sample on pages 29-30 of the schedule agreements, and the signal employees thereon are shown in order of rank, by seniority and class, with no regard whatever to the particular road on which they are working.

(Exhibits not reproduced.)

OPINION OF BOARD: On May 30, 1969 the Carrier issued Bulletin No. 185, advertising a position of Signal Inspector headquartered at Atlanta, Ga. Since there was no company vehicle then on hand for the use of that position, the Carrier, in a note on the bulletin, committed itself to pay the successful applicant for the advertised position at the rate of 9¢ per mile for using his personal automobile instead. The employees request that Claimant be allowed the additional sums necessary to effectively pay him 12¢ per mile and \$12 per day for such use of his automobile.

We find no Agreement provision providing for the sums claimed; thus, to allow them would be tantamount to agreement writing by way of an

interpretation. This we cannot, and therefore, will not do. We do not rule on any other contention.

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 dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 10th day of March 1972.