

PUBLIC LAW BOARD 3367

AWARD #3

MEMBERS OF THE BOARD

D. BATES  
Carrier Member

M. D. ROBERTS  
Organization Member

JUDGE ARTHUR W. SEMPLINER  
Chairman and Neutral

PARTIES        UNITED TRANSPORTATION UNION  
TO  
DISPUTE        DETROIT, TOLEDO & IRONTON RAILROAD COMPANY

STATEMENT  
OF  
CLAIM:

Is the Carrier required under Section 8 of Article 1 of "New York Dock" protecting conditions to pay for the cost of Health and Welfare benefits for furloughed protected employees who are being paid a dismissal allowance pursuant to Section 6 of Article 1 of "New York Dock" protective conditions?

FINDING:

The Board, upon the whole record and all the evidence, finds that:

The Carrier and Employee involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as amended.

This Board has jurisdiction over the dispute and the parties involved herein, and the parties were given due notice of hearing.

FINDING:

The claimants were under the protection period and receiving the monthly allowance as provided. Section 8 entitled Fringe Benefits provides that such benefits continue so long as such benefits are provided to other employees of the railroad in active service, or on furlough. The carrier argues that the issue is controlled by furlough provisions, ignoring that the benefits are still paid to employees in active service. The provisions of the Travelers policy have no bearing, as such language was not a part of the basic contract, and is subject to change with each new Travelers negotiation.

The Carrier asserts that the dispute in this case involves the intent and meaning of the following language, which appears in Section 8 of the New York Dock Protective Conditions:

"Under the same conditions and so long as such benefits continue to be accorded to other Employees of the Railroad in active service or on furlough as the case may be."

They further aver that the Carrier does not have to continue to pay premiums to Travelers for furloughed employees, therefore they do not have to pay premiums for protected furloughed Employees.

The Organization avers that Section 8. Fringe Benefits.,

which states in part:


"8. Fringe Benefits - No employees of the railroad who is affected by a transaction shall be deprived, during his protection period, of benefits attached to his previous employment..."

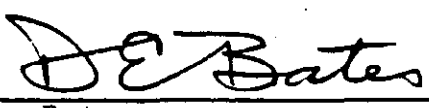
is unambiguous and has been interpreted to afford a protected dismissed employee the same benefits as if he had continued to work.


The Board finds that the intent of Section 8. Fringe Benefits was intended to afford the protected employee the same rights and benefits he would have had if he continued in uninterrupted service.

AWARD: CLAIM SUSTAINED

ORDER: This award is ordered effective forthwith, and the Carrier is directed to make payment within thirty (30) days.

  
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Judge Arthur W. Sempliner  
Chairman and Neutral

  
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D. Bates  
Carrier Member

  
\_\_\_\_\_  
M. D. Roberts  
Organization Member

DATED: 9-27-, 1984  
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