

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Railroad Signalmen
TO) and
DISPUTE) Baltimore and Ohio Railroad Company

QUESTION

- AT ISSUE: (a) Did Carrier violate and does it continue to violate the February 7, 1965 Mediation Agreement when Mr. C. H. Adams, Signal Maintainer, was not recalled to compensated service on the Cumberland Division by March 1, 1965?
- (b) Should Mr. Adams now be recalled to service on the Cumberland Division?
- (c) Should Mr. Adams now be allowed pay for all travel time, meals, lodging expenses, and any wage loss incurred for each working day commencing March 1, 1965, that he is obliged to work on another seniority district due to Management's failure to recall him to service on his own seniority district by March 1, 1965?

OPINION

OF BOARD: On October 1, 1964 Claimant was regularly assigned and held a Signal Maintainer's position on the Cumberland Division with headquarters at Miller, West Virginia. On February 2, 1965 his position was abolished and he was unable to displace on any position on his seniority district. On February 3, 1965 Claimant accepted a position in the Signal Department of Carrier's Akron-Chicago Division. He remained there until June 1, 1965 when he returned to Miller, West Virginia as a Signal Maintainer.

Both parties are in agreement that only the (c) portion of the Issue To Be Resolved is in dispute since Claimant has returned to his home seniority district and compensation adjustment were made when they did not equal his guarantee.

The only question, therefore, is whether Claimant is entitled, under the February 7, 1965 Agreement, to travel, meal and lodging expenses incurred while working away from his home seniority district.

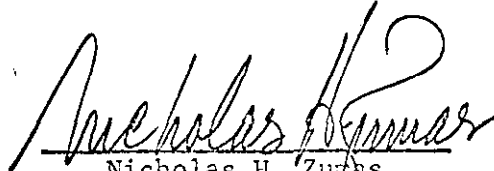
The Organization bases Claimant's right to recover on the grounds that "Carrier failed to recall Signal Maintainer Adams to a position on his seniority district on March 1, 1965, in accordance with the provisions of Article I, Section 1 of the Mediation Agreement."

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There is no provision in Section 1, Article I of the February 7, 1965 Agreement which requires Carrier to recall a protected employee to his home seniority district on March 1, 1965. Carrier's contractual obligation is to restore to active service on March 1, 1965 qualified employees who are "on furlough" as of the date of the Agreement. Claimant was not "on furlough" as of February 7, 1965; he was "in active service" in another seniority district. There is no provision, in any event, for the payment of travel, meals and lodging under the Agreement.

AWARD

Parts (a) and (b) of the Issue are not in dispute; part (c) is answered in the negative.


Nicholas H. Zuras
Neutral Member

Dated: Washington, D. C.
April 23, 1969