

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES )  
TO )  
DISPUTE )  
          ) Houston Belt and Terminal Railway Company

QUESTIONS  
AT ISSUE:

- (1) Did the Carrier violate the provisions of the February 7, 1965 Agreement when it removed A. Stoner, A. Jenkins and Frank Thompson from the protected status of the February 7, 1965 Agreement?
- (2) Shall the Carrier be required to return these employees to the protected status as prescribed in Article I of the February 7, 1965 Agreement?
- (3) Shall the Carrier be required to compensate A. Stoner, A. Jenkins and Frank Thompson the wage losses they suffered on and after March 1, 1965?

OPINION  
OF BOARD:

The parties are in agreement that the claimants are protected employees pursuant to Article I, Section 1, of the February 7, 1965 National Agreement. The position of Claimant Stoner was abolished on December 10, 1964, Claimant Thompson on December 16, 1964, and Claimant Jenkins on March 1, 1965. Thereafter, the Organization contends that they reverted to a furloughed status, whereas the Carrier argues they were on the Extra Board List. Although the Organization alleges that Claimants Stoner and Thompson were not returned to active service by March 1, 1965, the Carrier denies such allegation and responds by the statement that "All of the Claimants were being used for extra work and were eligible and working in February of 1965 and also March 1, 1965.

It is the Carrier's contention that the Claimants lost their protected status pursuant to Article I, Section 1, or even if considered as furloughed employees, they fall within the purview of Article II, Section 1. In support of the latter contention, the Carrier cites Question and Answer No. 4, of the November 24, 1965 Interpretations. The gist of the answer therein, requires a protected furloughed employee to respond to a call for extra work in order to preserve his protected status. Isolated instances should be handled on an equitable basis.

In this regard, the Carrier itemizes the record of each of the Claimants for the months of March and April, 1965. With respect to Stoner, he worked 24 days, off sick 11 days, called--no answer 14 days. Jenkins worked 19 days, called--no answer 15 days, refused work 2 days. Thompson worked 13 days, called--no answer 26 days.

The Carrier, further, insists that by mutual understanding, the established calling procedures have been in effect on the property in excess of 25 years. In addition, these Claimants held positions on the extra list in the past and were fully aware of the calling procedures.

In our view, the record amply supports the Carrier's contention that the Claimants herein consistently failed to respond to calls.

Award

Answer to questions 1, 2 and 3 is in the negative.



Murray M. Rohman  
Neutral Member

Dated: Washington, D.C.  
August 7, 1969