

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202 — 659-9320

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July 27, 1972

Mr. Milton Friedman
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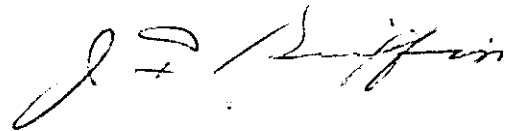
Mr. Nicholas H. Zumas
1225 - 19th Street, N.W.
Washington, D. C. 20036

Gentlemen:

This will supplement our previous letters with which we forwarded to you copies of Awards of Special Board of Adjustment No. 605 established by Article VII of the February 7, 1965 Agreement.

There are attached copies of Awards Nos. 305 to 309 inclusive, dated July 26, 1972, rendered by Special Board of Adjustment No. 605.

Yours very truly,



c.c.:

Messrs. G. E. Leighty (10)
 C. L. Dennis (2)
 C. J. Chamberlain (2)
 M. B. Frye
 H. C. Crotty
 ✓ J. J. Berta
 S. Z. Placksin (2)
 R. W. Smith
 T. A. Tracy (3)
 W. S. Macgill
 M. E. Parks
 J. E. Carlisle
 W. F. Euker
 T. F. Strunck

AWARD NO. 305
Case No. TCU-44-E

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Lehigh Valley Railroad Company
TO THE) and
DISPUTE) T-C Division, BRAC

QUESTIONS
AT ISSUE:

- (1) Did Carrier violate Article IV, Section 2 of the February 7, 1965 Agreement when it removed E. Y. Anderson from the protected list of employees and refused to compensate Mr. Anderson at his protected rate?
- (2) Shall Carrier be required to reinstate Mr. Anderson as a protected employee under the February 7, 1965 Agreement and compensate him for all losses incurred since September 20, 1968.

OPINION

OF BOARD: The Claimant, a regularly assigned Towerman at Athens Tower, had his position abolished on July 24, 1968 and thereafter he reverted to the extra list which protected a position at Sayre Telegraph Office, Sayre, Pa., one day per week. Claimant posted at this point for several weeks and effective September 6, 1968 he was qualified for the position.

The record submitted to us indicates that on September 12 and September 19, Carrier had need for Claimant but was unable to contact him because of his failure either to furnish a telephone number or to contact Carrier to ascertain if extra work existed. The Claimant was in the process of moving his residence from Naples, N.Y. to Tunkhannock, Pa.

On the basis of these facts, Carrier contends that Claimant "engaged in a consistent pattern of conduct" which justifies the removal of his protection under Article II, of the February 7, 1965 Agreement.

AWARD NO. 305
Case No. TCU-44-E

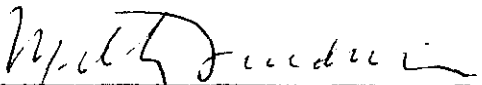
The Organization asserts that at the very most Article IV only calls for "any time lost on account of voluntary absences" and the facts herein do not impose the drastic penalty of loss of protection under Article II.

In view of Awards 16, 126, 185 (Case No. 5), 212 and 292, in the absence of a consistent pattern of refusal to answer calls, an employee does not lose his protected status.

The specific answer to Question No. 1 is that Carrier did not violate Article IV, when it suspended Claimant's protective benefits for the period of the voluntary absence September 12 to September 19. However, it had no right to terminate Claimant's protective benefits. In response to Question No. 2, Claimant is entitled to receive his protected rate since September 20, 1968 which is the extent of this Committee's authority under the February 7, 1965 Agreement.

AWARD

Questions No. 1 and 2 are answered in accordance with the opinion.


Milton Friedman
Neutral Member

Dated: July 26, 1972
Washington, D. C.