

SPECIAL BOARD OF ADJUSTMENT NO. 605

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

QUESTIONS Claim of the General Committee of the Brotherhood of Railroad  
AT ISSUE: Signalmen on the Baltimore and Ohio Railroad Company;

(a) Carrier violated Mediation Agreement dated February 7, 1965, when they furloughed Mr. James T. Gray, Assistant Signalman, on August 26, 1977 (end of tour of duty) through September 9, 1977.

(b) Carrier should not reimburse Mr. Gray for his period of furlough straight time at straight time rate of pay and all overtime at time and one half rate of pay.

(Carrier file:2-SG-542)

OPINION OF THE BOARD: Claimant, a protected employee, was furloughed from August 26, 1977 through September 9, 1977. Petitioner argues that in spite of the emergency situation and the reduction in number of trains, the signal system remained in service and Claimant could have performed his normal duties better with the reduced movements, since the signal system remained in service. It is urged by the Organization that Section 4 of Article I of the February 7, 1965 was violated by the Carrier in the furloughing of Claimant.

Carrier states that the entire situation was caused by a wildcat strike in the coal fields resulting in a 25% reduction in train movements during the period in question. Carrier argues that Article IX of the November 16, 1971 National Agreement modified the force reduction provisions of the August 21, 1954 Agreement by deleting that portion of the rule which provided " \* \* \* the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed." Carrier argues that the deletion also affected the identical language of Article I Section 4 of the February 7, 1965 Agreement.

It is apparent that the November 16, 1971 Agreement could not be interpreted to modify the 1954 Agreement while leaving intact the identical provisions in the 1965 Agreement. Such a result would be totally contradictory and inconsistent. In the instant dispute even though Claimant was a protected employee he was properly furloughed, in the light of the undenied emergency, in accordance with the modified force reduction provisions of the February 7, 1965 Agreement (see Award No. 419 of this Board).

AWARD

Claim denied.



I. M. Lieberman  
Neutral Member

Dated: January 23, 1981