

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES)
TO THE)
DISPUTE)
)
)
) The Atchison, Topeka and Santa Fe Railway Company

QUESTIONS AT ISSUE: 1. Did the Carrier violate Article II, Section 1 of the February 7, 1965 Mediation Agreement, as amended effective January 1, 1980, when it suspended the protective status of J. P. Hill, Jr. for allegedly failing to submit a proper notice of availability pursuant to Rule 14-B of the Clerks' Agreement?

2. Shall Claimant J. P. Hill, Jr. now be restored to the status of a protected employe and compensated for his protective guarantee beginning with the month of February, 1984?

OPINION

OF THE BOARD: Claimant J. P. Hill, Jr. was a Class III employee with 32 years of service. Effective January 13, 1984, his regularly assigned Janitor position was abolished at San Angelo, Texas. Claimant was considered unfit for a Class I position. On the same day, Claimant sent the following telegram to the Plains Division Superintendent.

"Account job as janitor San Angelo Position 6121 abolished date please advise if any job available that can displace on or other position that company desires me to work on. Assume will be eligible for protective benefits if not used after vacation of Feb 3, 1984. Please confirm. H-61.

"J. P. Hill, Jr. 467-20-8068"

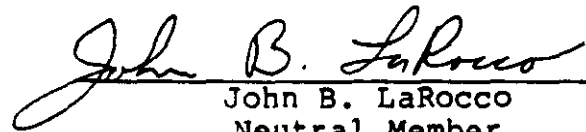
The Carrier did not respond to Claimant's January 13, 1984 communication.

Subsequently, the Carrier denied Claimant's protective benefits, alleging that Mr. Hill failed to notify management of his availability as required by Schedule Rule 14-B.

We disagree with the Carrier's justification for denying benefits. Claimant sent the January 13, 1984 telegram to an appropriate Carrier official. The telegram adequately notified the Carrier that Claimant was available. Such messages need not be couched in any special language to constitute effective notification.

AWARD

The Answers to Questions 1 and 2 are "Yes."



John B. LaRocco
Neutral Member

Dated: July 29, 1987