

Award No. 8

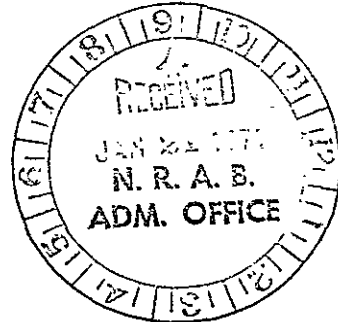
Docket No. 285

PUBLIC LAW BOARD NO. 566

PENNSYLVANIA FEDERATION BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES

vs

PENN CENTRAL TRANSPORTATION COMPANY



STATEMENT OF CLAIM:

- "1. That the M. W. Agreement was violated on December 29, 1967, when senior furloughed employee was not called from furlough in accordance with rules of the M. W. Agreement.
2. That R. T. Custis, furloughed employee, be compensated eight (8) hours pay for December 29, 1967, January 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30, 31, 1968, February 1, 2, 5, 6, 7, 8, 9, 1968 and all subsequent working days until recalled to service."

OPINION OF BOARD:

We quote from the JOINT STATEMENT OF AGREED UPON FACTS as follows:

"The Claimant, R. T. Custis, and L. A. Johnson held position of Trackmen in District Gang 037; rate of pay \$2.658 per hour.

Effective December 18, 1967, the Trackmen positions held by R. T. Curtis and L. A. Johnson in Gang 037 were abolished.

On December 19, 1967, R. T. Curtis and L. A. Johnson were furloughed under Rule 3-D-1.

On December 29, 1967, L. A. Johnson was awarded position S-127-27 in Gang 108.

R. T. Curtis entered service May 18, 1967 and appears on the Trackman Seniority Roster as number 368.

L. A. Johnson entered service August 4, 1967 and appears on the Trackman Seniority Roster as number 373."

On December 18, 1967 while still in active service, L. A. Johnson submitted a bid for an advertised position on another gang. Claimant did not bid in on the position but elected to take furlough under the provisions of Rule 3-D-1.

The Organization contends that there was a "reduction in force" when the vacancy on the other gang occurred, and therefore an "increase in force" occurred when the vacancy was filled. As such, the Organization argues, Carrier was required to call Claimant.

The Board does not agree. There was no increase in the trackmen force; rather, it was the filling of an advertised vacancy. Since the junior employee was the only one to bid in the position (which claimant declined to do), Carrier was within its right to fill the advertised vacancy with the junior employee.

AWARD:

The claim is denied.

PUBLIC LAW BOARD NO. 566

/s/ Nicholas H. Zumas

Nicholas H. Zumas, Chairman

/s/ A. J. Cunningham

A. J. Cunningham, Employee Member

/s/ S. J. Wilson

S. J. Wilson, Carrier Member

Signed and dated at Philadelphia, Penna. December 18, 1970