

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES ) Louisville & Nashville Railroad  
TO ) and  
DISPUTE ) Brotherhood of Railroad Signalmen

QUESTION

AT ISSUE: Was the action of the Carrier in using furloughed protected employee C. F. Ray on position of Assistant Signalmen - Maintainer during the period it was advertised, March 1-9, 1965, in preference to using senior furloughed unprotected employee R. L. Collins, in accordance with Article I, Section 1, Article II, Section 3, and Interpretations thereof?

OPINION

OF BOARD: Under the particular facts and circumstances of this case it is clear that Carrier was required to return C. F. Ray to active service on March 1, 1965, inasmuch as he was a "protected" employee under the provisions of Article I, Section 1, of the Agreement of February 7, 1965.

The work performed by Ray from March 1, 1965 to March 9, 1965, was on position of Assistant Signalmen-Maintainer, during the period it was advertised by a bulletin dated February 26, 1965, until it was bid in effective March 10, 1965, by R. L. Collins, an employee on furlough who was not a "protected" employee under the provisions of the February 7, 1965 Agreement. As Collins was not "protected" under the provisions of the February 7, 1965 Agreement, any rights he had to be used depended upon his seniority rights under the basic schedule agreement. In the Interpretation of November 24, 1965, Question and Answer No. 7 to Article I, Section 1, is as follows:

"Question No. 7: What rights to employment or guarantee of compensation does an unprotected employee have?

"Answer to Question No. 7: Except as provided in Article 3 Section 5, such an employee retains his seniority rights and is entitled to such employment as he can obtain pursuant to such rights. The only compensation guarantee he has is the agreed-upon rate for the work he performs in pursuance of his exercise of seniority."

Under the circumstances of this case the question of Collins' seniority right to work, during the period the assignment in question was under bulletin, is not governed by the provisions of the February 7, 1965 Agreement, but involves interpretation of provisions of the basic schedule agreement which are not before us. We find that under the facts before us the action of the Carrier in using the protected employee on a position during the period it was under bulletin was in accordance with Article I, Section 1, Article II, Section 3, and Interpretations thereof.

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Award

The answer to the question is yes, in so far as the application of Article I, Section 1, Article II, Section 3 and Interpretation thereof to Ray is concerned.

The question as to Collins' right under the scheduled agreement is not before us.

CARRIER MEMBERS

W. S. Macgill

J. H. Owen

EMPLOYEE MEMBERS

C. J. Chamberlain *M.B.*

L. E. Leighty

Washington, D. C. - April 22, 1969