

Award No. 127  
Case No. CL-30-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES )  
TO )  
DISPUTE )  
 )  
 ) St. Louis-San Francisco Railway Company

- QUESTIONS  
AT ISSUE:
- (1) Did the Carrier violate the provisions of Article I, Section 1 and Article IV, Section 1 of the February 7, 1965 Agreement when Messrs. J. K. Jones and Leroy Owens, both of whom held regularly assigned positions on October 1, 1964 were subsequently declared furloughed by the Carrier who now contends the employees failed to meet the 'active service' requirements of the February 7, 1965 Agreement, thus denying them protected status thereunder? (Employees' Exhibits 1(a), 1(b) and 1(c).)
  - (2) Shall the Carrier now be required to consider Messrs. Jones and Owens protected employees under Article IV, Section 1 and reimburse them for any monetary losses sustained as provided by the February 7, 1965 Agreement?

OPINION  
OF BOARD:

The facts indicate that the position of Claimant Owens was abolished on November 14, 1964, and also that Claimant Jones was displaced from his position on November 10, 1964. It is the Organization's contention that since both employees were in active service as of October 1, 1964, with two or more years of employment relationship on that date and fifteen or more days of compensated service during 1964, they are required to be retained in service pursuant to Article I, Section 1, of the February 7, 1965 National Agreement. Further, any employee who is on furlough on February 7, 1965, and met the conditions prescribed in Article I, Section 1, will be returned to active service before March 1, 1965.

In this context, the Organization argues that Owens was a furloughed employee and, therefore, should have been returned to active service before March 1, 1965. With respect to Jones, the Organization contends that he is on the extra list or extra board and, similarly, entitled to a protected status until July 23, 1965, when he obtained a military leave of absence.

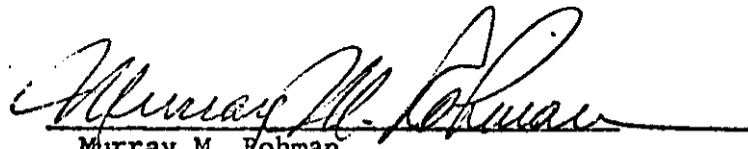
The Carrier argues that Jones was furloughed during the months of December, 1964, and January and February, 1965. He remained furloughed, thereafter, performing extra service during the months of April, May and June, 1965 and last performed service on June 29, 1965. Subsequently, he resigned on December 21, 1967.

In this regard, Award No. 63, SBA No. 605, provides, "that employees furloughed after October 1, 1964, will be returned to service". Therefore, in view of the Carrier's statement that he remained furloughed, he is entitled to compensation commencing on March 1, 1965.

Inasmuch as we have previously analyzed the arguments of the parties with respect to extra list and furloughed employees, we adhere to our determination reached in CL-21-W, Award No. 125.

Award

Answer to question (1) and (2) is in the affirmative.

  
Murray M. Rohman  
Neutral Member

Dated: Washington, D. C.  
August 7, 1969