



Award Number 17958

Docket Number CL-18096

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John J. McGovern, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION
EMPLOYES**

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD
COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6523) that:

- 1) Carrier violated the Clerks' Rules Agreement at Seattle, Washington on July 17, 1967 when it failed to give the required sixteen (16) hours advance notice to the employees before abolishing their positions.
- 2) Carrier shall now be required to compensate the following employees for eight (8) hours at the straight time rate of pay of their respective positions:

Audrey S. Hotten—Position 14730
Nella Spiegelberg—Position 14740
Julie Morrison—Position 14680
Harold Emel—Position 14710
Jim Tomte—Position 14750

EMPLOYEES' STATEMENT OF FACTS: Each of the five employees named in Item 2 of the Statement of Claim is regularly assigned in the General Office, Rates & Divisions, Seattle, Washington, Seniority District 103 from 8:15 A.M. to 5:00 P.M., Monday through Friday, with Saturday and Sunday rest days.

Without any prior notice whatever, each of these employees, upon arrival at work on Monday, July 17, 1967, was handed a copy of a Bulletin, as follows:

"July 17, 1967

EMPLOYMENT BULLETIN NO. 3

Clerks Bulletin Board Seniority District No. 103

Because of the interruption in service, the following position is abolished:

Subsequent telephone calls were made to each of the claimants at approximately the following clocktime hours on July 16, 1967:

3:40 P.M.

4:15 P.M.

5:10 P.M.

5:50 P.M.

to notify them of the abolishment of their positions because of the strike by the Shop Craft employees, however, no answers were received by any of the claimants at any time with the exception that at 5:50 P.M. claimant Morrison answered her phone and was accordingly notified of the abolishment of her position.

As a result of the Carrier being unsuccessful on six (6) separate occasions during a three and one-half (3 1/2) hour span commencing at 2:30 P.M. on July 16, 1967 to contact each of the claimants to notify them of the abolishment of their positions (with the exception of claimant Morrison) each of the claimants (except for claimant Morrison) reported for duty on July 17, 1967 at which time they were given a copy of a written notice abolishing their respective positions effective at the starting times thereof on July 17, 1967.

Claimant Morrison did not report for duty on July 17, 1967.

None of the claimants performed service for the Carrier on July 17, 1967 and none of them received compensation from the Carrier for that date.

Attached hereto as Carrier's Exhibits are copies of the following:

Letter written by Mr. S. W. Amour, Vice
President-Labor Relations, to Mr. H. C. Hopper,
General Chairman, under date of March 5, 1968Carrier's Exhibit "A"

Letter written by Mr. Amour to Mr. Hopper
under date of March 18, 1968Carrier's Exhibit "B"

(Exhibits Not Reproduced)

OPINION OF BOARD: Four Claimants in this case occupied positions with assigned hours of 8:15 A.M. to 5:00 P.M. Monday through Friday with Saturday and Sunday rest days. One Claimant works from 8:30 A.M. to 5:15 P.M. Monday through Friday with Saturday and Sunday rest days.

Due to a strike by the Shop Craft employees, Carrier abolished all positions held by Claimants under the provisions of Rule 12(a) of the Agreement. This rule specifies that 16 hour advance notice must be given to those employees to affected. Carrier alleges a compliance with this provision by stating categorically that beginning at 2:30 P.M. Sunday, July 16, 1967, attempts were made by telephone to advise the employees of the abolishment of their positions, all to no avail. Several other attempts were made with the same results exclusive of Claimant Morrison who did receive notice by telephone at 5:50 P.M. on July 16.

The bulletins abolishing these positions were not dated until July 17th, the date of the actual abolishments. Since we neither have constructive notice, that is by posting of bulletins 16 hours in advance, nor direct notice, that is by telephone, mail, etc., we find Carrier to be in violation of the Agreement and will sustain the claims as submitted with respect to all four Claimants excluding Claimant Morrison. Since she was notified at 5:50 P.M.

July 16, the 16 hour notice expired at 9:50 A.M. July 17th. She therefore is entitled to compensation at the straight time rate of pay from 8:15 A.M. to 9:50 A.M. on the date specified in the claim. Claim will be sustained in accord with opinion.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was violated.

A W A R D

Claim sustained in accord with Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of May 1970.