

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20951  
Docket Number MS-21046

Lloyd H. Bailer, Referee

PARTIES TO DISPUTE:

{Helen J. McDonald  
{Union Pacific Railroad Company

STATEMENT OF CLAIM:

This is to serve notice, as required by the rules of the National Railroad Adjustment Board, of my intention to file an ex parte submission on February 28, 1975, covering an unadjusted dispute between me and the Union Pacific Railroad Co., involving the question:

I feel very strongly that I am a protected employee under the Washington Agreement and should be covered or even considered for severance pay under the circumstances which I am listing below:

I have been employed as Steno-Clerk to the General Traffic Agent, Union Pacific Railroad Co., Gering, Nebr., since November 16, 1947. The UPRR Co., 1416 Dodge St., Omaha, Nebr., has transferred the GTA and my position to a new General Traffic Agency in Grand Island, Nebr., however, if I did not wish to go to Grand Island my job would be abolished January 8, 1975. A new appointive position of District Agent has been made at Gering and he will be traveling not only the Gering Territory but the newly created area of the main line of the Union Pacific, North Platte to the Wyoming state line and the Black Hills area of South Dakota.

My position of Steno-Clerk was appointive November 16, 1947 and in September 1949 it was taken from Class 1-E and put into the ERAC Union - I have paid union dues every month since that time.

From April 1951 to December 31, 1965, I not only did my work but also the work of the General Traffic Agent as his wife had cancer necessitating many operations during that period in Kansas City, St. Louis, Missouri, and Cheyenne, Wyoming. There was never anyone filling his position during any time he was gone so I did his work too without any compensation. This GTA retired December 31, 1965.

August 1960 the position of Steno-Clerk to the Assistant Superintendent of the Operating Department at Gering was abolished and since that time I have also done the secretarial work in this office. August 1960 it was agreed with Management and the Union in Omaha that I do this work, however, I never did receive anything in writing, just verbal telephone statements.

June 1965 (approximately) the ERAC entered into an agreement with the railroads giving employees a right as "protected employee" under job

stabilization. We at Gering have always understood "protected employee" to mean if your seniority date was before 1962 or even 1965 you would be covered on job stabilization and could not be forced to leave your point of service under the 30 to 35 mile radius.

January 1, 1966 a new General Traffic Agent was appointed at Gering and during 1971-72 he also had cancer so again filled in on the GTA's work along with my own work and the work in the Operating Department, without any compensation. This GTA passed away December 5, 1972.

January 1, 1973, another General Traffic Agent was appointed at Gering and as stated above has been transferred to Grand Island. It is impossible for me to go to Grand Island, first of all because of health problems in my family and secondly I feel I am or should be covered by job stabilization as a "protected employee", or even be considered for severance pay.

I have been informed by Union Representatives at Omaha I am on the wrong Seniority Roster (Traffic Department #26), however, over all these years and especially since June 1965 no one has ever mentioned this seniority roster to me until now and they advise me I should never have been placed on Seniority Roster #26.

Am attaching hereto 15 copies of all correspondence pertaining to my claim and if necessary, would desire an oral hearing.

If you need further information to cover the provisions of Circular No. 1, please advise and I will furnish.

OPINION OF BOARD: The record establishes that this claim was not handled in the usual manner on the property, as required by Section 3, First (1) of the Railway Labor Act. A dismissal award therefore must be made.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employee involved in this dispute are respectively Carrier and Employee 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 claim is barred.

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Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A.W. Paulson  
Executive Secretary

Dated at Chicago, Illinois, this 13th day of February 1976.