

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES ) Brotherhood of Railway, Airline and Steamship Clerks,  
TO ) Freight Handlers, Express and Station Employees  
DISPUTE ) and  
Kansas City Terminal Railway Company

QUESTIONS

AT ISSUE:

- (1) Did the carrier violate the provisions of the February 7, 1965 Agreement, particularly, Articles II and III thereof, when effective March 7, 1965, it required certain furloughed Ushers (Red Caps) and Gatemen, Passenger Department, named hereinafter, to accept employment in the Mail and Baggage Department under directive if they did not do so they would lose their status as protected employees?
- (2) Did this situation involve the transfer of employees from one seniority district or roster to another?
- (3) If the answer to question (2) above is in the affirmative did the carrier violate the Agreement when it failed to give proper and timely notice thereof and negotiate an implementing agreement?
- (4) Shall the carrier compensate each and every employee involved for the wage loss they have suffered on and after March 1, 1965, and accord each and every such employee the full allowances and benefits prescribed in the February 7, 1965 Agreement?

OPINION

OF BOARD:

Claimants are protected employees, as defined by Article I, Section 1, of the February 7, 1965 National Agreement. When furloughed, they held seniority only in the Passenger Department and not in the Mail and Baggage Department.

Nevertheless, on February 25, 1965, the Carrier notified Claimants that in order to maintain their status of protected employees, they would be required to perform work in the Mail and Baggage Department. Consequently, the Organization filed the instant claim contending that such transfer by the Carrier was a violation of Articles II and III. Specifically, the Organization predicates its claim in the instant matter on the failure of the Carrier to negotiate an implementing agreement. On the other hand, the Carrier argues that an implementing agreement was not required inasmuch as the issue presented herein falls squarely within the context of Article II, Section 3.

In our view, the Carrier's defense, premised on the language

of Article II, Section 3 is meritorious. The pertinent portion of said section provides:

"When a protected employee is entitled to compensation under this agreement, he may be used in accordance with existing seniority rules for vacation relief, holiday vacancies, or sick relief, or for any other temporary assignments which do not require the crossing of craft lines. . ."

(Underline added)

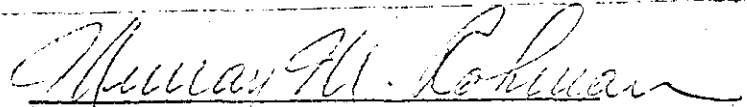
In the instant claim the facts indicate that these employees were assigned to fill jobs which were temporarily vacant, in the same craft and at the same location. Furthermore, an implementing agreement would be required when such technological, operational and organizational changes were designed to be made on a permanent basis. Contrariwise, the claimants herein were transferred on a temporary basis.

It is also recognized that the Carrier adhered to Article II, Section 3, in that existing seniority rules were not violated. This is exemplified by the fact that at the time of transfer, there were no furloughed employees in the Mail and Baggage Department.

Hence, it is our considered judgment that the provisions of the National Agreement were not violated.

AWARD

The answer to questions 1, 3 and 4 is in the negative and question 2, as phrased, is moot and ambiguous.



Murray M. Rohman  
Neutral Member

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