

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Hotel and Restaurant Employees and Bartenders
TO) International Union
DISPUTE) and
Union Pacific Railroad Company

QUESTION
AT ISSUE:

The question at issue is whether an extra employee, protected under Article I, Section 1 of the February 7, 1965 Agreement, can lose his protection because of absence from Carrier's service in that he was not available for an extra assignment, or extra assignments. ^{1/}

^{1/} Employees, however, wish to inform this Committee that for purposes of this dispute and for sake of argument we assume the employees here involved were not available for service and thus absent from service as Carrier contends. We do this in order to secure an interpretation of the above-stated issue and we do not by this submission waive our right to present to the Committee, should this become necessary, the primary question of whether or not the affected employees were not in fact available.

OPINION
OF BOARD:

Of the original four Claimants in this dispute, Claimant Hopkins was not protected and Claimant Sampson has retired. The parties have therefore agreed to consider only Claimants Elligan and Minton.

The question as stated is whether a protected employee can lose his protected status by failing to respond to a call for an extra assignment.

The Organization concedes for the purposes of resolving this dispute that Claimants "here involved were not available for service and thus absent from service as Carrier contends".

Section 1 of Article II of the February 7 Agreement provides in part:

"A protected furloughed employee who fails to respond to extra work when called shall cease to be a protected employee."

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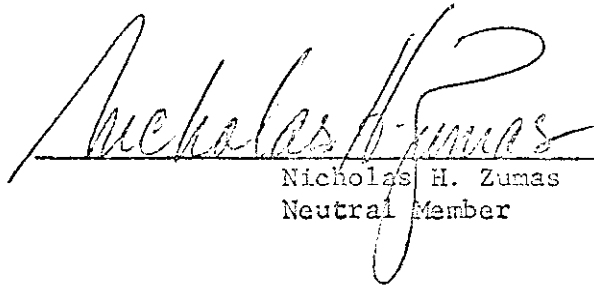
Question and Answer No. 4 of the November 24, 1965
Interpretations read as follows:

"Question No. 4: Does the phrase "fails to respond to extra work when called" apply to isolated instances of not receiving a call or being unavailable to respond?

"Answer to Question No. 4: The provisions of Article II, Section 1, of the Agreement do require a furloughed employee protected under Article I, Section 1, to respond to a call for extra work in order to preserve the protected status. Isolated instances such as referred to in the Question should be handled on an equitable basis in the light of the circumstances involved. Seasonal employees must respond when offered employment as provided in Article I, Section 2."

AWARD

The answer to the precise question submitted for determination is answered in the affirmative.



Nicholas H. Zumas
Neutral Member

Dated: Washington, D. C.
January 7, 1970