

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES )  
TO THE )  
DISPUTE )  
 )  
 ) The Atchison, Topeka and Santa Fe Railway Company

QUESTIONS AT ISSUE:

1. Did Carrier violate the February 7, 1965 Mediation Agreement, as amended, when it applied Article IV Section 3 to the protective status of H. C. Goodman?
2. Shall Carrier now be required to restore H. C. Goodman's protected rate to the rate of Equipment Record-Bill and Voucher Clerk Position No. 6004?
3. Shall Carrier now be required to pay 18% per annum interest on the amounts wrongfully withheld beginning with claim date?

OPINION

OF THE BOARD: Claimant established protection in the Equipment Record-Bill and Voucher Clerk position on the Manager-Car Accounting Seniority District. Her protected position at the time of this dispute paid \$103.14 per day.

During August, 1984, the Carrier reorganized its accounting subdepartments and established a new Compliance Examination Department pursuant to an August 14, 1984 Memorandum of Agreement. On August 31, 1984, the Carrier abolished a Traveling Car Accountant position within the Manager-Car Accounting Seniority District. Rather than following her work and accepting the Carrier's offer to occupy a newly established Compliance Examiner position, the former Traveling Car Accountant voluntarily exercised her seniority within the Manager-Car

Accounting Seniority District triggering a series of displacements which ultimately bumped Claimant from her regular assignment as a Lead Trailer Clerk. Claimant involuntarily exercised her seniority to a lower rated Statistic Clerk position paying a daily rate of \$101.22.

Beginning in September, 1984, Claimant sought protective benefits measured by the difference between her protected rate and the rate of the Statistic Clerk position. The Carrier denied her claim.

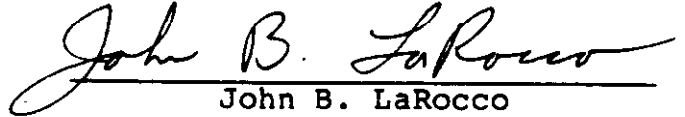
This case is governed by Article IV, Section 3 of the February 7, 1965 Agreement as amended which, in pertinent part, reads: "Any protected employee who ... is bumped as a result of ... an employee exercising his seniority ... by reason of a voluntary action ... will be protected at the rate of pay and conditions of the job he bids..." According to Article IV, Section 3, the nature of the first displacement characterizes the resulting displacements for the purpose of determining the protective rate. If the first displacement is voluntary, the resulting displacements are considered voluntary even though a series of displaced workers are forced to exercise their seniority.

The parties concur that the resolution of this dispute depends on whether the Traveling Car Accountant voluntarily exercised her seniority to start the chain of displacements. In Award No. 447, we resolved this factual issue. This Board found that the former Traveling Car Accountant voluntarily exercised her seniority since she could have acquired a new Compliance

Examiner position which was substantially the same as her abolished job. For the reasons more fully set forth in Award No. 447, we must deny this claim.

AWARD

The Answers to Questions 1, 2 and 3 are "No."

  
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John B. LaRocco  
Neutral Member

Dated: July 29, 1987