Award No. 125
Case No. CL-21-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES TO DISPUTE )

Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes
and
St. Louis-San Francisco Railway Company

QUESTIONS AT ISSUE:

(1) Did the Carrier violate the provisions of the February 7, 1965 Agreement particularly Article I, when extra list employes were designated as "furloughed" employes for the purposes of the February 7, 1965 Agreement?

(2) Shall the Carrier now be required to restore the sixty-six (66) named employes in Employes' Exhibit No. 1 to the status of protected "extra list" or "extra board" employes rather than "furloughed" employes and reimburse them accordingly?

OPINION OF BOARD:

Although the submissions by both parties in the instant matter are voluminous, the nub of the issue is whether the Claimants named therein are on the extra list, or furloughed employees. The Carrier argues it

> "does not have such extra boards for employees in the clerical class or craft in the traditional understanding and application of that term in this industry. All unassigned clerical employees of this Carrier, including the Claimants involved in this dispute, are in no sense of the word extra board employees. Instead, they are furloughed employees in every sense of the word ---."

In support of its argument, the Carrier cites Rule 1-Scope, Rule 2-Definition of Clerk, Rule 4-Seniority Groups, Rule 5-Seniority Districts, and a system map.

What does the Organization cite to support its contention that the Claimants herein are extra list employees and not furloughed?
Rule 24- Reducing Forces -- specifically includes the phrase extra list.
Rule 25- Seniority Rosters -- specifically includes the phrase extra board.
Rule 27- Positions Abolished -- again extra board is contained therein.
Rule 11- Former Position Vacant -- has extra list included. Especially stressed by the Organization is

> "Rule 21- Reducing Force: Understanding: Means after actually displaced employe who is unable to displace a junior employe or who does not assert displacement rights within the prescribed time limits shall be considered as on the extra list."

Similarly, Rule 21 (b) and (c) contains the term extra list, as well as Rule 22. How many more times is it necessary to include the term extra list or extra board before this Carrier will take cognizance that such terms are included in its effective Agreement? What puzzles us though, is the Carrier's insistence that such extra boards do not exist in the traditional understanding of that term in the industry.

Article I, Section 1, of the February 7, 1965 National Agreement contains the term "extra employees on extra lists pursuant to agreements or practice --- and where extra boards are not maintained ---." Thus, the National Agreement recognized both extra lists or extra boards. Further, the effective Agreement on the property is replete with references to extra lists or extra boards. In this context, we are compelled to accept the language as agreed to by the parties and as traditionally used in the industry. Hence, it is our conclusion that the Claimants herein are on the extra list and not furloughed employees.

Inasmuch as the parties have made no effort to reach agreement on the property as to the status of the 66 Claimants herein, we are remanding the matter back to the property. The purpose of such remand is solely to determine the individual status of the Claimants in the context of our decision.

Award

Answer to question (1) is in the affirmative.

Question (2) is remanded back to the parties for the purpose of determining the status of the individual Claimants predicated on the answer to question (1).

Murray M. Rohman
Neutral Member

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

INTERPRETATION OF AWARD NO. 125 - CASE NO. CL-21-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES TO DISPUTE )

Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes
and
St. Louis-San Francisco Railway Company

This has reference to dispute between the parties with respect to the proper interpretation of Award No. 125, Docket CL-21-W, the petitioner, Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes, hereby requests the Disputes Committee to issue an official interpretation thereon.

The questions initially submitted to the Board were as follows:

"(1) Did the Carrier violate the provisions of the February 7, 1965 Agreement particularly Article I, when extra list employes were designated as 'furloughed' employes for the purposes of the February 7, 1965 Agreement?

"(2) Shall the Carrier now be required to restore the sixty-six (66) named employes in Employes' Exhibit No. 1 to the status of protected 'extra list' or 'extra board' employes rather than 'furloughed' employes and reimburse them accordingly?"

OPINION OF BOARD: The question presented to us in the original submission required an analysis as to whether the Claimants therein were considered to be on the extra list or extra board as contrasted with a furloughed status. In our Award No. 125, dated August 7, 1969, we determined that they were designated as being on the extra list or extra board category. Our award, thereafter, remanded the matter to the property "for the purpose of determining the status of the individual Claimants predicated on the answer to question (1)." We would add further that the last sentence in our Opinion stated, as follows:

> "The purpose of such remand is solely to determine the individual status of the Claimants in the context of our decision."

Thereafter, the parties requested an interpretation of our original Award. Specifically, the Carrier argues that inasmuch as question (2) in the original submission was phrased as follows:

> "(2) Shall the Carrier now be required to restore---."

hence, the applicability of our Award could only be effective as of the rendering of such Award No. 125--namely, August 7, 1969.

We cannot recall a single instance where such an interpretation has ever been previously placed upon an award. We repeat, our intent in remanding the matter to the property was solely for the purpose of determining the individual status of the Claimants. We did not intend said Award to be considered effective only as of the date of its execution. Nor did we intend to provide compensation for an individual who had previously resigned or retired. Our language was not susceptible to such interpretation and neither was the phraseology contained in the question at issue. It was our manifested intent that the award would be applied to those claims which the parties, on an individual basis, determined were proper. In essence, the purpose of said Award was to require the Carrier to compensate those Claimants, based upon their individual status, as of the date of their original claim and not as of "now"--the effective date of the Award.

We are, therefore, again remanding the matter back to the property and fully expect the parties to make a determination as to the individual status of the Claimants, consistent with our intent.

Award:

The matter is again remanded back to the property, consistent with our intent, as reflected in said Opinion.

Murray M. Rohman,
Neutral Member

Dated: Washington, D. C.
August 4, 1971