

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202 — 659-9320

CHARLES I. HOPKINS, Jr. Chairman

ROBERT BROWN, Vice Chairman

W. L. BURNER, Jr., Director of Research

J. F. GRIFFIN, Director of Labor Relations

D. P. LEE, General Counsel

T. F. STRUNCK, Administrator of Disputes Committees

December 6, 1977

Mr. Robert M. O'Brien
27 School Street
Boston, Massachusetts 02108

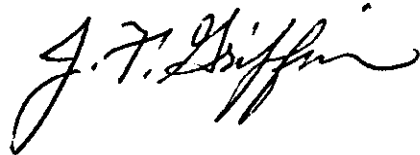
Mr. Irwin M. Lieberman
91 Westover Avenue
Stamford, Connecticut 06902

Mr. Nicholas H. Zumas
Suite 505
1140 Connecticut Avenue, N.W.
Washington, D.C. 20036

Gentlemen:

There are attached copies of Awards Nos. 412 and 413, dated December 1, 1977, rendered by Special Board of Adjustment No. 605 established by Article VII of the February 7, 1965 National Agreement.

Very truly yours,



cc: Chairman - Employes National
Conference Committee (10)

Messrs:

Fred J. Kroll
H. C. Crotty
R. W. Smith
E. J. Neal
S. G. Bishop
M. B. Frye
W. W. Altus, Jr.
J. J. Berta
R. K. Quinn, Jr.
W. F. Euker
T. F. Strunck

O. M. BERGE
PRESIDENT

B. L. SORAH, JR.
SECRETARY-TREASURER

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

AFFILIATED WITH THE A.F.L.-C.I.O. AND C.L.C.



GEOFFREY N. ZEH
General Counsel

GRAND LODGE
12050 Woodward Avenue
Detroit, MI 48203

April 5, 1979

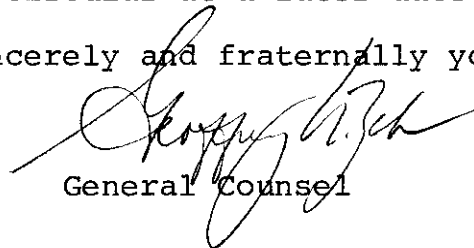
Mr. C. E. Henderson, Assistant to
President
Brotherhood of Maintenance of
Way Employees
704-06 Consumers Building
220 S. State Street
Chicago, Illinois 60604

Dear Sir and Brother:

Enclosed for your information are letters dated
December 6, 1977, January 19 and April 3, 1979, from
Mr. J. F. Griffin, relative to Special Board of Adjust-
ment No. 605 Award Nos. 412 through 420.

A Summary of the above-referenced Awards will be
furnished to you with a circular at a later date.

Sincerely and fraternally yours,



General Counsel

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Enclosure

Award No. 412

Case No. CL-112-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Railway, Airline and Steamship Clerks
TO) Freight Handlers, Express & Station Employees
DISPUTE:) and
Union Pacific Railroad Company

QUESTIONS

- AT ISSUE:
- (1) Were telegraphers W. E. Nickel and G. V. Warr entitled to the benefits of Article V of the February 7, 1965 Agreement and the benefits of Sections 10 and 11 of the Washington Agreement, as a result of mobilization of stations (agencies) at Parma, Homedale and Marsing, Idaho which was implemented by Dualization - Triplization & Mobilization Agreement of October 31, 1972?
 - (2) Shall the Carrier now be required to compensate Claimants W. E. Nickel and G. V. Warr, expenses incurred as a result of Carrier's request transfer of residence be delayed for sixty (60) days?

OPINION

OF BOARD: The basic question to be determined herein is whether or not the Dualization, Triplization and Mobilization Agreement of October 31, 1972 was an implementing agreement under the February 7, 1965 Agreement. Petitioner asserts (and Carrier denies) that the two Claimants herein were forced to exercise their seniority on a position some 300 or more miles from their prior jobs as a direct result of the mobilization of the agencies at Parma, Homedale and Marsing, Idaho. Carrier contends that the change was nothing but a normal exercise of seniority when their traveling relief positions were abolished, and such abolishments were neither a technological, organizational nor operational change. The final move of Claimants was the culmination of a chain of displacements which began in 1971.

The record herein contains unrefuted evidence that the Agreement covering telegraphers in effect prior to February 7, 1965 contained no provisions which restricted the Carrier from consolidating agency stations. In fact, Carrier did indeed consolidate various agencies without agreements. Further, the changes which affected Claimants herein were all confined to the same seniority district.

Award No. 412

Case No. CL-112-W

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The interpretations of the February 7, 1965 Agreement specified that implementing agreements would be required under two circumstances:

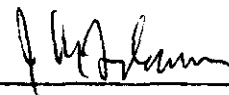
- "(a) Whenever the proposed change involves the transfer of employee from one seniority district or roster to another, as such seniority districts or rosters existed on February 7, 1965.
- (b) Whenever the proposed change, under the agreement in effect prior to February 7, 1965, would not have been permissible without conference and agreement with representatives of the Organizations."

The claimants have advanced an argument with respect to the applicability of Appendix C-1, Protective Agreement Railpax/Amtrak. It is noted that both claimants endorsed settlement and release forms releasing Carrier "from any and all liability relating to losses from home removal."

It is apparent that Claimants were not entitled to the protective benefits under Article V of the 1965 Agreement in view of the finding with respect to the October 31, 1972 Agreement as not constituting an implementing Agreement. Furthermore, the abolishment of the traveling relief operator positions were neither a technological, organizational or operational change (see Award 167 and others). In view of our conclusion, a number of secondary issues raised in this dispute will not be dealt with.

AWARD

The questions at issue are answered in the negative.



I. M. Lieberman
Neutral Member

December 1, 1977

