

SPECIAL BOARD OF ADJUSTMENT NO. 173

Award No. 25

Case No. 18

PARTIES TO DISPUTE: Brotherhood of Railway and Steamship Clerks,
Freight Handlers, Express and Station Employees

Union Pacific Railroad Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood of Railway
and Steamship Clerks, Freight Handlers, Express and Station
Employees that:

(1) Carrier violated certain rules of the effective agreement when in March of 1951 by Bulletin 89-51 they unilaterally added certain duties to position of Messenger at Kansas City. The Carrier again in November 1954 by Bulletin 302-54 required Auto Messenger to drive truck and perform Truck Driver duties.

(2) Carrier shall now be required to adjust rate of pay of all Auto Messenger positions, Kansas City, Missouri, to \$15.92 per day, retroactive to 60 days from April 30, 1956, or 60 days prior to date request was filed with Mr. J. T. Singent."

FINDINGS: The Board, upon the whole record and all the evidence, finds that:

The Carrier or Carriers and the Employee or Employees involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

The Board has jurisdiction over the dispute involved herein. The parties to said dispute were given due notice of hearing thereon.

When the additional duty of operating company automobile was incorporated into the messenger job content at the Kansas City Freight Station by Bulletin 89-51 dated March 22, 1951, it was contended by the organization that a new position was created which warranted a rate adjustment up to the level of the existing Auto Truck Operator classification. This dispute ultimately was resolved by letter Agreement of May 16, 1951, which established a composite rate of \$11.215 per day for this job (currently \$14.535 per day).

Said accord, achieved through collective bargaining processes (pursuant to Rule 24 (b)) was premised on the expanded duties and responsibilities of the position, and evidenced by the mutual acknowledgment of the parties that, on the basis of the revised job content, the new rate was in proper relationship with existing rates applicable to comparable positions in the same seniority district.

Inasmuch as the record in this case fails to establish the occurrence of any subsequent material alterations in the Messenger job requirements, the instant dispute is essentially an attempt to rehash something that has been already fully and finally settled.

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- AWARD:
1. The addition of certain duties to the messenger position at the Kansas City freight house was not a violation of the Clerks Agreement.
 2. Claim denied.

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/s/ Harold M. Gilden
Chairman

/s/ A. J. VanDercreek
Carrier Member

/s/ C. F. Bignall
Organization Member (I dissent)

Omaha Nebraska
February 24, 1959