

C O P Y

SPECIAL BOARD OF ADJUSTMENT NO. 173

Award No. 1
Case No. 5

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 the Carrier violated the Clerks' Agreement:

"(1) When without conference or agreement with the Clerks' Committee, it unilaterally and arbitrarily discontinued allowing employees returning from military service vacation in accordance with agreement dated May 5, 1945, attached as Employees' Exhibit No. 3.

"(2) Employee Leo S. Sobeski entered service of the Carrier April 15, 1950. He entered military service July 31, 1951. He returned to Carrier's service from military service August 16, 1954. Carrier refuses to apply the May 5, 1945 agreement and allow Leo S. Sobeski vacation for year 1955.

"(3) Carrier should now allow Leo S. Sobeski and all other employees so situated a vacation or payment in lieu thereof for the year of 1955."

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.

Carrier did nothing to retract or countermand its vacation policy respecting veterans returning to its service (as enunciated in letter dated May 5, 1945, addressed to the General Chairmen of various labor organizations holding bargaining rights on its property) until the signing of the National Vacation Agreement on August 21, 1954. Prior thereto, the employees were not given any inkling of Carrier's intention to terminate the previous practice.

In resuming employment with the Carrier on August 16, 1954, in advance of the announced change in the prevailing vacation policy, Carrier was obligated to claimant to honor its commitment at full face value.

Award: That the Carrier forthwith shall remunerate Leo S. Sobeski (and all other veterans returning to Carrier's employ prior to August 21, 1954, whose claims have been filed within the period specified by the time limit rule) with payment in lieu of a vacation for the year 1955, in accordance with its stated policy of May 5, 1945.

Special Board of Adjustment No. 173

Omaha, Nebraska
December 26, 1957

/s/ Harold M. Gilden, Chairman
/s/ A. J. VanDercreek, Carrier Member
/s/ C. F. Bignall, Organization Member