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SPECIAL BOARD OF ADJUSTMENT NO. 173

Award No. 12
Case No. 2

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 effective Agreement when without notice they abolished clerical position, Bonner Springs, Kansas, at close of business April 20, 1953.

(2) The Carrier should reimburse L. L. Harvey, the incumbent of abolished position, eight hours pay per day at straight time rate from April 21, 1953, to April 26, 1953, (5 days).

(3) Carrier should also pay Clerk John L. Davis and Rate and Revising Clerk Francis Staab, the two remaining Clerks at Bonner Springs, for four hours each day starting with April 22, 1953, on which day the duties of the abolished clerical position were transferred and performed by employees outside the Clerical Agreement. This claim to continue until such time as Carrier returns all clerical work now being performed by Telegrapher-Clerk to the Clerical force at Bonner Springs."

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.

It is apparent that the lack of response by clerical applicants to the several postings of the Bonner Springs vacancy, plus a pressing need to relieve the Agent-Telegrapher of a substantial portion of routine telegrapher work, prompted establishing a new Telegrapher-Clerk position. The clerical work thereupon included within the job consist of the new classification, was incidental to the fulfillment of the Telegrapher-Clerk job duties, and was not an infringement on any job rights reserved to clerical employees by the terms of their agreement.

When cognizance is taken of the dearth of suitable candidates from the clerks' ranks seeking permanent placement thereon, the net result is the same from the standpoint of the requested relief herein, irrespective of whether the existing job remained unoccupied (because of the total absence of any interested bidders thereon) or (because of the realities of the situation) was forthwith stricken from the rate structure.

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Even if the organization is correct in its assertion that the job was abolished, it follows that claimant Harvey, not being the regularly assigned incumbent on Bonner Springs clerical job, did not come within the purview of Rule 18. On that account, he was not entitled to receive five days' prior notice of the alleged abolishment. On the other hand, if, in fact, the job was not abolished (see Carrier's Exhibit E), there is no explaining why Harvey was not permitted to continue to work this job as an extra man pending his bidding in the Steno-Clerk job at Kansas City effective April 27, 1953.

AWARD:

1. Carrier shall reimburse L. L. Harvey with five days' pay for April 21 through April 25, 1953, at the then prevailing straight time Bonner Springs Clerks' rate;
2. Claim of John L. Davis and Francis Stabb denied.

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/s/ Harold M. Gilden, Chairman

/s/ A. J. VanDercreek, Carrier Member

/s/ C. F. Bignall, Organization Member

(Employee Member dissenting under the principle laid down in Awards 1646, 2282, 3376, 4827, 4962, 6447, 6527, 6528, 6529, 6530 and many others to the denial Award on Claim No. 2.)

Omaha, Nebraska
March 24, 1958