

SPECIAL BOARD OF ADJUSTMENT NO. 173

Award No. 31
Case No. 30

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 Agreement when on January 5, 6 and 7, 1957
Carrier called A. V. Sifuentes, an individual without an Agreement right, to perform
work as a Watchman on Job 55 on January 5, 6 and 7, 1957.

(2) Maynard F. Holmes, Auto Truck-Tractor Operator, Job 43, Kansas City Store, who
was off on his designated rest days, Saturday and Sunday, January 5 and 6, 1957,
and the senior available employee eligible to fill the temporary vacancy on Job 55,
be compensated for wage loss sustained account not called to fill this temporary
vacancy, i.e., two days' pay at overtime rate."

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.

Rule 18 (d) is designed to provide the procedure whereby furloughed
employees can establish their right to be called, in line with seniority, for extra
work or for vacancies of less than thirty days' duration. Clearly, persons who fail
to give the designated written notice cannot complain if by-passed for those types
of job openings in favor of junior employees who have complied. On the other hand,
said provision does not estop Carrier from providing a job opportunity to that
category of employee notwithstanding the absence of a written notice to stand for
such work. See rule 18 (c).

In a contest for job placement between a furloughed employee and a
regularly assigned employee seeking to fill vacancies on his rest day, Rule 18 (d)
does not serve to give priority to the latter.

Award: 1. That Carrier did not violate Clerks' Agreement in calling A. V.
Sifuentes to work as a Watchman (Job 55) on January 5, 6 and 7, 1957.
2. Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 173

/s/ Harold M. Gilden
Chairman

/s/ A. J. vanDercreek
Carrier Member

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

Omaha, Nebraska
February 24, 1959