

SPECIAL BOARD OF ADJUSTMENT NO. 605

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

QUESTIONS

- AT ISSUE: (1) Did the Carrier's action violate Article VI, Sections 1 and 4 of the February 7, 1965 Agreement, when it discontinued, effective February 7, 1965, the payment of displacement allowances, Supplemental Unemployment benefits, furlough allowances, hospital dues, Travelers Group Life Insurance and dependents' hospital, medical and surgical insurance, as provided in Article II of the April 17, 1963 Agreement, to those employees who were being accorded the benefits provided in Article II of the April 17, 1963 Agreement?
- (2) Shall the Carrier be required, effective February 8, 1965, and thereafter, to continue to accord the protective benefits to those protected employees for the duration of the protective period provided in Article II, April 17, 1963 Agreement?

OPINION

OF BOARD: Prior to the February 7, 1965 National Agreement, the parties herein had executed a General Job Protection Agreement on April 17, 1963. Subsequently, on April 1, 1965, the Organization advised the Carrier that it was not exercising the option contained in Article VI, Section 1, of the National Agreement, wherein it could preserve the April 17, 1963 Job Protection Agreement. However, at the same time, the Organization indicated that, "(T)he benefits now being paid under the terms of the April 17, 1963 Agreement must continue for the remainder of the protective period. . ."

The pertinent portion applicable herein of Article VI, Section 1, of the National Agreement states, that a job protection agreement may be preserved by notifying the Carrier within sixty days and "in that event this agreement shall not apply on that carrier to employees represented by such representatives."

At this juncture, it is unassailable that the Organization had an option either to continue the April 17, 1963 Job Protection Agreement, or elect not to preserve such Agreement upon the execution of the National Agreement. Prior to the expiration of the sixty day provision contained in Section 1 of Article VI, the Organization notified the Carrier of its election not to preserve the 1963 Agreement.

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However, the issue presented herein is whether once having made such an election could it still retain the benefits previously paid under the 1963 Agreement, for the remainder of the protective period? It is significant, in our view, that if the Organization had elected to retain the 1963 Agreement then the benefits under the National Agreement would not have applied. This part is clear, terse and unambiguous. In effect, the Organization is seeking the best of two worlds -- to retain the benefits of the 1963 Agreement as well as those flowing from the National Agreement. Hence, it is our considered judgment that only the provisions of the National Agreement are now applicable herein.

Award

The answer to Questions 1 and 2 is in the negative.


Murray H. Rohman
Neutral Member

Dated: Washington, D. C.
January 24, 1969

