

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Railway, Airline and Steamship Clerks,
TO) Freight Handlers, Express and Station Employees
DISPUTE) and
New York, New Haven and Hartford Railroad Company

QUESTIONS

- AT ISSUE:
1. Did Carrier violate the provisions of the February 7, 1965 Agreement when, on August 31, 1965, it abolished the General Clerk-Laborer position held by J. J. Zyck and refused to thereafter compensate him in accordance with the provisions of Article IV?
 2. Did Carrier violate the provisions of the February 7, 1965 Agreement when it denied Mr. Zyck the right to exercise displacement rights to the highest rated position available to him which would not have required a change in residence?
 3. Shall Carrier now be required to restore Mr. Zyck to a fully protected status and compensate him in accordance with the provisions of Article IV, Section 1, for all wage loss suffered following abolishment of his position?

OPINION

OF BOARD: Despite the confusing mass of detailed correspondence included in the instant claim, the Organization seeks to have the Claimant exercise displacement rights, as well as recover any monetary losses, pursuant to Article IV, Section 1, of the February 7, 1965 National Agreement.

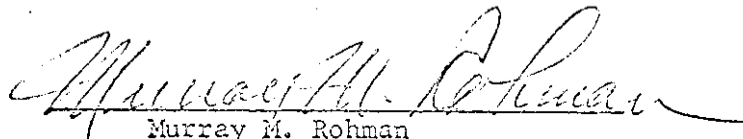
Briefly, the facts indicate that the Carrier transferred certain work from various points to a Central Billing Department at New Haven. This necessitated abolishing twelve positions and establishing three new positions at New Haven. The Claimant's position was one of those abolished and instead of bidding for one of the newly created positions, he sought to displace on the Chief Clerk position at Wallingford. In due course, he was notified of his inability to displace on that position due to lack of qualifications. However, at the Claimants request, he was given an opportunity to post on that position for five days, without compensation. Again, it was determined that he lacked the necessary qualifications -- but he continued, for approximately six weeks, to attempt to acquire the ability to perform -- all to no avail. In addition, he lacked the ability to type, a necessary skill on this position. Hence, the instant claim was filed on the ground that the Claimant was not permitted to displace on the Chief Clerk's position at Wallingford.

Award No. 39
Case No. CL-19-E

One of the questions posed herein is whether under Article II, Section 1, of the National Agreement, the Claimant ceased to be a protected employee when he failed to obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements. We have determined in Case No. CL-27-E, Award No. 33, rendered this date, that Rule 45 imposes a mutual obligation upon the parties. The record reveals that a number of positions were available to the Claimant which he failed to obtain. In addition, the Claimant was recalled under the Agreement for a position of AAR Checker at New Haven, which he refused. In our view, the Carrier has complied with the provisions of the agreement.

AWARD

Answer to questions 1, 2 and 3 is in the negative.


Murray M. Rohman
Neutral Member

Dated: Washington, D. C.
March 7, 1969