

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES ) Brotherhood of Railway, Airline and Steamship Clerks,  
TO ) Freight Handlers, Express and Station Employees  
DISPUTE ) and  
Great Northern Railway Company

QUESTIONS (1) Did the Carrier violate the provisions of the February  
AT ISSUE: 7, 1965 Agreement, particularly Articles I and IV, when it  
refused, and continuously refuses, to compensate Marvin A.  
Nelson, Car Foreman's Clerk at Minneapolis, Minnesota,  
commencing September 16, 1968, and each work day thereafter,  
for the difference between his guaranteed File Clerk's rate  
of \$27.45 per day, and the Roundhouse Clerk's rate of \$25.85  
per day, plus subsequent general wage increases.

(2) Shall the Carrier now be required to compensate Marvin  
A. Nelson for the difference in his protected rate and the  
rate of the Roundhouse Clerk position, plus subsequent rate  
adjustments, commencing September 16, 1968, and each work  
day of his work week thereafter.

OPINION  
OF BOARD: In order to grasp the contentions of the parties, we believe  
it essential to describe the various moves which resulted from  
a job abolishment initiated by the Carrier.

On August 15, 1968, Mrs. Murphy's position at Superior, Wisconsin,  
was abolished. Thereafter, she displaced Miss Olson who held the Assistant Chief  
Clerk position in the same office. Miss Olson then displaced Eckholm on the  
Assistant Chief Clerk position at Minneapolis. Eckholm bid in on Tollefson's  
position of Assistant File Clerk. Tollefson bid in on Nelson's File Clerk position.  
Claimant Nelson then bid in to the position of Car Foreman's Clerk at Minneapolis.  
In so doing, he passed up the position of Roundhouse Clerk at St. Paul, paying a  
rate of \$25.85 per day, in favor of the Minneapolis position, paying a rate of  
\$24.72 per day. At this juncture, the Organization concedes that pursuant to  
Article IV, Section 4, the Claimant is considered as occupying the higher rated  
position which he elected to decline. However, it is also the Organization's  
position herein that the Claimant should be compensated for the difference between  
his guaranteed rate of \$27.45 per day and the rate of the Roundhouse Clerk's  
position of \$25.85 per day.

The Carrier, however, rejected the Organization's arguments on  
the ground that Section 3 of Article IV controls herein, rather than Section 1.  
The Carrier argues that the following pertinent portion of Section 3, is appli-  
cable:


"Any protected employee who in the normal exercise  
of his seniority bids in a job or is bumped as a result  
of such an employee exercising his seniority in the  
normal way by reason of a voluntary action will not be  
entitled to have his compensation preserved as provided  
in Sections 1 and 2 hereof, but will be compensated at  
the rate of pay and conditions of the job he bids in;  
- - -."

The basis for the Carrier's rejection of the Organization's contentions herein is predicated on the fact that Miss Olson could have displaced upon any one of four positions held by junior employees at Superior, in the Superintendent's office; as well as any of four other clerical positions at Superior. Had she displaced on any one of these eight available positions, no change of residence would have been required. Consequently, none of the junior employees at Superior would have been adversely affected as a result of the initial abolishment of Mrs. Murphy's position. Hence, the Carrier contends that, "(T)here is no doubt whatsoever that the change in residence was voluntary." In support of its position, the Carrier confronts us with our Award No. 44.

Necessarily, we start with a fundamental premise. The clerical position of Mrs. Murphy at Superior was abolished. Is there any doubt that each of the displacements occurred as a result of the initial abolishment by the Carrier and the subsequent exercise of seniority by reason of the bumping processes? In our considered opinion, the Claimant is entitled to the difference in compensation of \$1.60 per day.

AWARD

The answer to Questions (1) and (2) is in the affirmative.

  
Murray M. Rohman  
Neutral Member

Dated: Washington, D. C.  
April 20, 1970