

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Ernest M. Tipton, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

FLORIDA EAST COAST RAILWAY COMPANY

(Scott M. Loftin and John W. Martin, Trustees)

STATEMENT OF CLAIM: *Claim of the System Committee of the Brotherhood that—*

1. The carrier violated rules of the Clerks' Agreement, hereinafter stipulated, when it arbitrarily removed from the scope of the agreement the duty of remitting funds of the St. Augustine Freight Agency direct to the bank at St. Augustine, and that—

2. The work in question now be restored to the scope and operation of the agreement and employe affected compensated for any wage losses resulting from action of the carrier.

EMPLOYES' STATEMENT OF FACTS: At the time the current agreement was negotiated and became effective, and for many years prior thereto, incumbent of position of Cashier in the St. Augustine Freight Agency was required to make remittances direct to the St. Augustine National Bank, and this arrangement continued in effect until October 22, 1941. The last time this position was advertised, on October 17, 1940, it was specifically provided that one of the duties would be:

"Remitting funds to bank." (Emphasis ours.)

Under date of October 21, 1941, Agent E. H. Lott, St. Augustine, wrote Cashier J. B. Kitchens as follows:

"Effective with remittance for today, which will be normally remitted the following day, October 22nd, and continuing until further advised, all remittances of this office will be made to the bank by the way of the Cashier's office in the following manner:

"Form 63 will be prepared in quadruplicate.

"The original copy will be enclosed with remittance in money envelope Form 74 which is to be sealed with wax (not stitched) in the center of the flap.

"One carbon copy will be mailed to Mr. Coomes' office.

"One carbon copy to be retained by the Cashier's office.

"One carbon copy will be endorsed by the Cashier's office to indicate receipt of the envelope and returned to this office for our record.

"... include the filing of a claim for monetary losses sustained by me as of October 22, 1941 . . ."

The carrier, therefore, assumes that the "monetary losses" referred to are calculated on the theory that the working hours of Cashier Kitchens were reduced by approximately twenty-three minutes a day, representing the difference in time going to the General Office Buildings and return, as compared with going uptown to the bank and return. If that assumption is correct the claim should be denied because of utter lack of merit. The records show that Cashier Kitchens has been paid for each day of his assignment since this change in the routine of handling funds was made effective, and on various dates, at irregular intervals, has worked, and has been paid for, overtime beyond his regular tour of duty. There has been no reduction whatever in his work assignment, consequently no "monetary losses" have occurred.

OPINION OF BOARD: The facts in this claim are not in dispute. The bulletin under which the claimant employe was assigned this position described as part of his duties, "remitting funds to bank." Until October 22, 1941, the claimant made the deposit of the funds accumulated daily in the office of the St. Augustine Freight Agency in the St. Augustine National Bank. This bank was five blocks from the freight agency. To make this deposit it required about 30 minutes a day.

After that date he was instructed to make the daily deposit to the General Cashier located in the General Offices of the carrier. To make this deposit it required 7 minutes a day. The General Cashier's Office is in a different seniority district from that in which the claimant is employed. After this change, the claimant did the same clerical work as he did previously, except that he did not make the St. Augustine National Bank deposit slip, but did make out Form 63 in quadruplicate.

To make remittance to a bank means to deposit money with a depository. The Board finds nothing in the current rules that would prevent the carrier from changing its bank or depository. That was all that was done in this case.

The facts in this case do not come within the rules announced by this Board to the effect that work cannot be taken from within an agreement and given to an employe excepted by the agreement or take work from one seniority district and give it to an employe of another seniority district.

The Board finds there is no violation of the agreement.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employe involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That there was no violation of the agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 24th day of November, 1942.