

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES)
TO)
DISPUTE)
Brotherhood of Railway, Airline & Steamship Clerks,
Freight Handlers, Express & Station Employes
and
St. Louis-San Francisco Railway Company

QUESTIONS
AT ISSUE: (1) Did the Carrier violate the provisions of Article IV,
Section 1 of the February 7, 1965 Agreement when it refused
to compensate Mr. O. K. Coyle at the rate of the position
he occupied on October 1, 1964 after Mr. Coyle was arbitrarily
removed from his position No. 401, Chief Clerk, General Typing
and File Bureau, Traffic Department, St. Louis, Missouri, rate
of pay \$683.77 per month, on July 31, 1965; Mr. Coyle then
placing himself in line with the agreement rules on the position
he formerly occupied prior to being assigned the Chief Clerk
Position which was Position No. 303 on August 5, 1965, Mail
Traffic Clerk, rate of pay \$23.6924 per day?

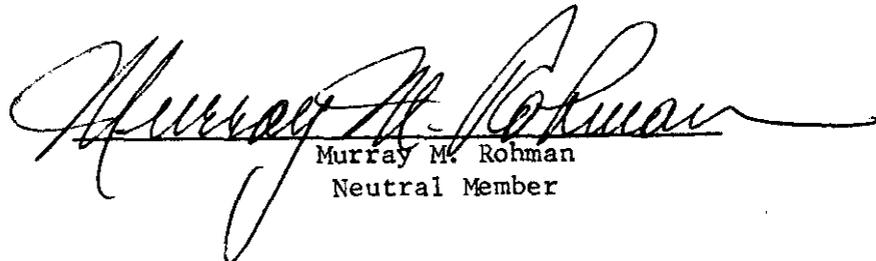
(2) Shall Carrier now be required to reimburse Mr. Coyle under
the provisions of Article IV, Section 1 of the February 7, 1965
Agreement for the difference in the rate of pay of his Chief
Clerk Position which he occupied on October 1, 1964 and the
rate of the position of Mail Traffic Clerk on which he was in-
voluntarily required to place himself effective August 5, 1965?

OPINION
OF BOARD: The facts indicate that on July 31, 1965, Claimant was relieved
from the Chief Clerk Position for failure to properly fulfill
the functions of said position. This position is only covered
by Rules 1, 25, 66 and 77 of the effective Agreement and the
rate of pay for such position is not subject to negotiation.

It is, therefore, our considered opinion that the issue herein
has been determined by our Award Nos. 36 and 195.

AWARD

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


Murray M. Rohman
Neutral Member

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