

C O P Y

ORG. FILE 8-1-Blackwell
CARRIER FILE D-2525
NRAB FILE CL-9103

AWARD NO. 10
CASE NO. 10

SPECIAL BOARD OF ADJUSTMENT NO. 194

PARTIES The Brotherhood of Railway and Steamship Clerks,
 Freight Handlers, Express and Station Employees
TO

DISPUTE St. Louis-San Francisco Railway Company

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

(1) The Carrier violated the terms of the currently effective Agreement between the parties when on September 2, 1955, it abolished the position of bill clerk at Blackwell, Oklahoma, and assigned the work of that position to others who hold no seniority or other rights under the Clerks' Agreement.

(2) J. A. Pitts and all others who have been adversely affected by reason of this abolishment and violation be reimbursed for all losses sustained.

NOTE: Reparation to be determined by joint check of payrolls and other necessary Carrier records.

FINDINGS: Special Board of Adjustment No. 194, upon the whole record and all the evidence, finds and holds:

The Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as amended.

This Special Board of Adjustment has jurisdiction over this dispute.

In 1955 by reason of a decrease in station business and revenues at Blackwell, Oklahoma, the Carrier abolished a Bill Clerk position and assigned the duties of the position to the only two remaining employees at the station, an Agent-Yardmaster and a Cashier-Telegrapher, neither of whom had rights under the Clerks' Agreement. The Agent-Yardmaster position always had been a supervisory position not covered by any agreement until 1946 when it became a partially excepted position under the Telegraphers' Agreement. The Agent Yardmaster performs no telegraphic duties.

In reassignment of the work upon abolishment of the Bill Clerk position, the Cashier-Telegrapher was assigned rating and billing work; and the Agent-Yardmaster was assigned maintaining a check of the yards, preparing lists for trains picking up and maintaining demurrage records.

Two of these positions, the Agent-Yardmaster and the Cashier-Telegrapher, have been established positions continuously since 1922 when the station forces also included a Chief Clerk, an Assistant Cashier and a Yard Clerk. The Bill Clerk position was established in 1925 and continued in existence until abolished in 1955.

The Chief Clerk position was abolished in 1936 and its supervisory duties were assigned to the Agent-Yardmaster and the remainder to the Bill Clerk. The Assistant Cashier position was abolished in 1930 and its duties were assigned mainly to the Telegrapher-Cashier and some to the Bill Clerk. The Yard Clerk position was abolished in 1935 and its duties were assigned to the Bill Clerk.

When the Bill Clerk position was abolished in 1955, this left no employees covered by the Clerks' Agreement at Blackwell.

First. The Carrier has taken and preserved a position that this Board may not issue a sustaining award unless and until notice has been given to all interested parties involved in this dispute.

The record does not disclose the giving of any such notice and this Board has heard only the two parties shown to have appeared.

There are numerous Adjustment Board awards and court decisions on this subject. This case is on the docket before us and we have felt under obligation to dispose of it on the merits of what is before us. If we have exceeded our authority in doing so, appeal to higher authority than ours is open to anyone who may be so advised.

Second. When the work of a position decreases, as it did here, the position may be abolished and the remaining work may be assigned to other Clerks or, in certain circumstances, to Telegraphers.

It was not improper to assign the inside clerical duties of the abolished Bill Clerk position to the Cashier-Telegrapher position since it does not appear that these added duties were in excess of his capacity to perform along with his telegraphic and other duties (S.B.A. No. 194 Award 7).

Third. The remaining duties of the abolished Bill Clerk position, which included the outside work, involves other considerations. The Agent-Yardmaster had no telegraphic duties to perform. Unlike the situation at Chaffee (S.B.A. No. 194 Award 5), there were no remaining assigned clerks here; but there did remain a Telegrapher, along with the Agent-Yardmaster, both of whom are performing all of the clerical work at the station.

This was, therefore, not a one-man station; nor was the work under claim clerical work which was normally incidental to the supervisory duties of an agent or a yardmaster within the meaning of Awards 931, 1593 and 5509; see also 6657.

It follows that a sustaining award is in order. While this Award sustains item 1 of the claim, the Carrier may sufficiently comply with this part of the award and the Agreement, without restoring the Bill Clerk position, if the work be assigned to and performed by employees entitled thereto.

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Fourth. The claim is for "losses sustained" and not for pay based on the time spent by the Agent-Yardmaster performing work within the scope of the Clerks' Agreement.

The claimant Pitts, who was on leave of absence when his position was abolished, exercised his seniority on a position at another location which paid a higher rate. He, therefore, sustained no monetary loss except moving expenses to the new location, which is not a wage loss.

During Pitts' leave of absence his position was being temporarily filled by L. E. Atnip and the abolishment occurred while Atnip was filling the vacancy. The evidence of record therefore establishes the fact that Atnip was adversely affected; but it is not established that anyone else was adversely affected.

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Item 1 of the claim sustained.

Item 2 of the claim sustained as to L. E. Atnip for time lost subject to verification and ascertainment of amount on joint check; otherwise denied.

/s/ Hubert Wyckoff
Chairman

/s/ T. P. Deaton
Carrier Member

/s/ F. H. Wright
Employee Member

Dated at St. Louis, Missouri, December 19, 1957.