

ORG. FILE 8-1
CARRIER FILE D-2496
NRAB FILE CL-9012

AWARD NO. 15
CASE NO. 15

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 July 1, 1955 PBX Operator position 11:00 p.m. to 7:00 a.m. was abolished and coincident therewith, Relief Position was abolished and the work of handling all inbound telephone calls to Ft. Scott, Kansas was assigned to Dispatchers who hold no seniority or other rights under the Clerks' Agreement.

(2) Hattie F. Brown, PBX Operator at Ft. Scott, Kansas; Marian J. Pellet and Betty L. Craig, Extra Operators, now be paid for all monetary losses sustained by reason of this violation.

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.

There were four commercial city trunk lines into the Ft. Scott PBX board. There were also Carrier telephone circuits: Train Dispatcher's Circuits North and South, Message Circuits North and South, and Carrier Circuits connected with the PBX boards at Springfield and Kansas City.

Shortly prior to the abolishment of the third shift PBX operator position, the Carrier installed three railroad telephones at Ft. Scott: one each in the office of the Superintendent, the Yardmaster and the Chief Dispatcher. These three telephones were equipped with a rotary selector switch which enabled the user himself to connect with the two Message Circuits and the Carrier Springfield and Kansas City PBX boards, when the PBX board at Ft. Scott was closed; but these three railroad telephones were not equipped so that the user could be called from outside.

Thus, when the PBX board at Ft. Scott was closed during the third shift, anyone desiring to talk with the Superintendent, the Chief Dispatcher or the Yardmaster was obliged to call the Trick Dispatchers over the Dispatcher's Circuit. The Dispatchers then notified the person called who, if available, came in on the proper circuit, or if not, called out later.

The claim challenges the manner in which these three new railroad telephones were used at Ft. Scott as an invasion of telephone switchboard operators' rights under the Scope and Seniority Rules of the Agreement. On September 28 1956 the Carrier equipped these three telephones with bells which enabled the PBX operators at Kansas City and Springfield to ring in direct without the intervening use of the Trick Dispatchers as before.

First. The new installation enabled the telephone user himself to make direct outgoing calls in much the same fashion as the user of a completely automatic telephone system by dial. The rotary selector switch, like the dial, made the placing of these outgoing calls an incidental, mechanical part of the use of the telephone itself. As we view it, this was a discontinuance of switchboard work, or the replacement of it with a mechanical device, rather than a transfer of switchboard work to others in violation of the Agreement.

Second. The incoming calls, on the other hand, stood on a different footing until September 28 1956. Until then the method of handling in effect constituted the establishment of a third shift PBX board in the Dispatchers' office with Trick Dispatchers performing the work of PBX operators by receiving all incoming calls for the three offices, finding the parties called, having them connected over the proper circuit and leaving messages for them to call when not available. This was clearly not Dispatchers' work nor was it the common work of Clerks and Dispatchers.

There is conflict in the record about the volume of calls during the third shift. Although they may have been few, they continued to exist.

Award 4063 is not controlling here. The situation there involved a single "party line" circuit where one employe in the office operated a push-button method of calling offices on that "party line" circuit. Such a situation is no different in principle from a private secretary handling all incoming and outgoing calls on the same circuit for a supervisor; and Award 4063 properly held that such work did not belong exclusively to telephone operators.

Third. The claim is for all monetary losses sustained by three named claimants as a result of the violation of the Agreement.

No claim is made on behalf of the incumbent of the abolished third shift position who bid into a Chief Operator vacancy. As a result of the abolishment of the third shift position, the regular relief position was abolished and the incumbent Pellet was reduced to First Extra, which reduced Brown from First Extra to Second Extra, which reduced Craig from Second Extra to Third Extra.

Claimant Pellet, the incumbent of the regular relief position, like the incumbent of the abolished third shift position, need not have suffered any monetary loss because she held sufficient seniority to have displaced on several other regular positions. Having elected not to mitigate her monetary loss, she has no basis for claim.

Claimant Brown, on the other hand, could not have displaced on any regular position; and she is therefore entitled to the difference between what she was paid and what she would have been paid if she had not been reduced from First Extra to Second Extra, for the period commencing July 1 1955 and ending September 28 1956.

The claim of Craig presents other considerations. This Agreement does not provide liquidated penalties for violation of the Agreement; but Third Division Adjustment Board decisions have nonetheless provided penalties because "experience has shown that if rules are to be effective there must be adequate penalties for violation" (Award 685). It follows that the Carrier was not relieved of all obligation to pay any penalty because the employee primarily affected (the incumbent of the abolished third shift position) suffered no monetary loss. By the same token, it follows that the Carrier did not incur penalties in favor of everyone on the extra list who may have been consequentially affected by the reduction. We hold that the payment of Brown's claim will satisfy all of the Carrier's obligations arising by reason of this violation of the Agreement (Award 5652; compare Awards 4393 and 1605).

A W A R D

Item (1) of the claim sustained.

Item (2) of the claim sustained as to Hattie F. Brown in accordance with the foregoing findings; denied as to Marian J. Pellet and Betty L. Craig.

/s/ Hubert Wyckoff
Chairman

/s/ T. P. Deaton
Carrier Member

/s/ F. H. Wright
Employee Member

Dated at St. Louis, Missouri August 1, 1958.

ORG. FILE 8-1
CARRIER FILE D-2946
NRAB FILE CL-9012

INTERPRETATION NO. 1
AWARD NO. 15

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

FINDINGS:

Special Board of Adjustment No. 194 makes the following interpretation of Award No. 15 in Case No. 15 upon the question how Claimant Brown's monetary losses should properly be computed as follows:

Commencing July 1, 1955 and ending September 28, 1956 Claimant Brown was entitled to catch all work which Pellet caught by reason of being first out which Claimant Brown would have caught if she had been first out except (1) periods when Claimant Brown was first out during absences of Pellet; (2) periods when Claimant Brown herself was absent; and (3) any periods when Claimant Brown and Pellet both worked.

/s/ Hubert Wyckoff
Chairman

/s/ T. P. Deaton
Carrier Member

/s/ F. H. Wright
Employee Member

Dated at St. Louis, Missouri August 1, 1958.