

C O P Y

ORG. FILE 8-1-Bly.
CARRIER FILE D-2990
NRAB FILE (None)

AWARD NO. 8
CASE NO. 8

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 14, 1956, it consolidated the Freight Office and Passenger Station, moving the Freight Office force to the Passenger Station at Blytheville, Arkansas, and coincident therewith abolished the Freight Cashier position at the close of work on that date and assigned the duties and responsibilities of the Cashier position to an employe of another craft, who held no seniority or other rights under the Clerks' Agreement.

(2) The Carrier now restore the Freight Cashier position to employes covered by the Clerks' Agreement and pay Nathan H. Carle and all others adversely affected by reason of this violation for all losses sustained. Reparations are to be determined by a joint check of the Carrier's payrolls and other records.

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

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

This Special Board of Adjustment has jurisdiction over this dispute.

Prior to September 14, 1956 at Blytheville, Arkansas the Agent-Yardmaster, Freight Cashier, Assistant Cashier (temporary), Bill Clerk (temporary), Yard Clerk and other clerical employes were located in the freight station which was about 180 feet from the passenger station where there were located 3 telegraphers assigned around-the-clock, one of whom held a Telegrapher-Ticket Cashier position and had always performed ticket accounting work.

During 1956 the Carrier remodeled its facilities and moved all of the freight station employes (except the freight platform force) into the passenger station. Coincident with the relocation of these employes in one office the Carrier made the following adjustments in the force:

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Positions abolished:

Freight Cashier (duties assigned to telegrapher-ticket cashier)
2nd Telegrapher

New Positions established:

Assistant Cashier (temporary position made permanent effective January 1, 1957)
Yard Ticket Clerk

The claim centers on the abolishment of the Freight Cashier position and the assignment of the duties of that position to the Telegrapher-Ticket Cashier.

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. The cashier work at this station had always been traditionally and customarily performed by both crafts; the ticket cashier work by a telegrapher and the freight cashier work by a freight cashier and a temporary assistant freight cashier.

The Telegrapher-Ticket Cashier was entitled to fill out his time with the ticket accounting work because it was within his capacity to perform and because it was "at, or immediately adjacent to, his telegraphic post" (Award 636; SBA No. 169 Award 7).

It is established that the Freight Cashier position had a full eight hours of work because the establishment of the Assistant Cashier (temporary) was necessary in order to get the work of the position done; and this conclusion is fully fortified by the fact that the Assistant Cashier position was made permanent after the duties of the Freight Cashier had been assigned to the Telegrapher-Cashier. It follows that the telegrapher was assigned more than enough work to fill out his time and this excess was more than he was entitled to. As a result the duties of the Assistant Cashier (temporary) were increased to the extent of the excess sufficiently to require the establishment of a new position under the title of Assistant Cashier (permanent).

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In substance and effect the Assistant Cashier (permanent) has been performing the duties of the Cashier position with whatever assistance the Telegrapher-Cashier is capable of furnishing whenever the performance of his telegraphic duties do not interfere.

The net effect of these new assignments has been the establishment of a new position under the title of Assistant Cashier (permanent) covering relatively the same class of work as the abolished Freight Cashier position serving the purpose of reducing the rate of pay in violation of Rule 60 (Adjustment of rates).

For the reasons stated in SBA No. 194 Award 5, paragraph "Fifth", Item 2 of the claim should be remanded for joint check.

A W A R D

Item 1 of the claim sustained in accordance with the foregoing findings.

Item 2 of the claim remanded for joint check; the parties to report the results of the joint check to this Board on December 10, 1957.

/s/ Hubert Wyckoff
Chairman

/s/ T. P. Deaton
Carrier Member

/s/ F. H. Wright
Employee Member

Dated at St. Louis, Missouri, November 20, 1957.