

RECEIVED
DEC 15 1960
J. BERTA

SPECIAL BOARD OF ADJUSTMENT NO. 226

THE ORDER OF RAILROAD TELEGRAPHERS)
vs)
MISSOURI-KANSAS-TEXAS RAILROAD COMPANY)
MISSOURI-KANSAS-TEXAS RAILROAD COMPANY OF TEXAS)

1. The Carrier violated the Telegraphers' Agreement when it failed and refused to apply the Parker, Kansas Agent-Telegrapher's rate of pay after consolidating that position with the Agent-Telegrapher's position at Centerville, Kansas, effective April 16, 1959.
2. The Carrier violated the Telegrapher's Agreement when it failed and refused to apply the Walnut, Kansas Agent-Telegrapher's rate of pay after consolidating that position with the Agent-Telegrapher's position at St. Paul, Kansas, effective April 25, 1959.
3. The Carrier shall now be required to apply the higher rates at Centerville and St. Paul beginning from the respective dates of said consolidations and compensate the incumbents of these positions accordingly.

Rule 6 (b) specifies that,

The concept of "consolidation" as expressed in Rule 6 (b) is that two positions will be united to form a new position. The higher rate of the two consolidated positions applies because of transfer of enough of the higher quality work of the higher paying position to the new position to rate the new position at such higher rate of pay. Or, the higher rate of pay at the new position may be justified because the volume of work transferred to the new position classifies it for the higher rate of pay. In the consolidation of two positions, the identity of such work from the higher paying position must be possible in the new position before it shall carry the higher rate of pay as provided in Rule 6 (b).

The fact that the Carrier, after procuring Kansas Corporation Commission authority to close the stations at Parker and Walnut, announced that "accounting for this station will be handled" at the surviving nearby station is not proof in itself that

consolidations, as per Rule 6 (b), were effected. There is no proof in the record of any work, in fact, being performed at Centerville or St. Paul which had been performed previously at Parker and Walnut, respectively. Even if some such proof had been supplied, we doubt seriously it would prove "Consolidations".

Finally, the Carrier states that,

".....many stations have been closed on this railroad in the past, under the same circumstances as involved here, and this has never been considered to be in violation of the Agreement. As a matter of fact, this is not covered by the Agreement but is governed by law subject to the convenience and necessity of the public."

Obviously, the closing of stations, by State Authority, where business has vanished is not in itself a violation of a labor agreement. The vital question here is whether "Consolidations" subject to Rule 6 (b) have occurred. It is common knowledge that when railroad stations are so closed that such action has never been held to be a "Consolidation" with a surviving nearby station, such as that term is intended under Rule 6 (b).

AWARD:

Claim denied.

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Dallas, Texas
June 7, 1960

November 2, 1960