

C O P Y

ORG. FILE 8-1
CARRIER FILE D-2990
NRAB FILE CL-9631

AWARD NO. 7
CASE NO. 7

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 or about April 9, 1956, it abolished the position of Freight Cashier at Paris, Texas and coincident therewith assigned all of the work attached thereto to the Telegrapher-Ticket Cashier located in the Telegraph-Ticket Office, some 150 feet distant.

(2) Emlibelle Sweat and all others adversely affected, as reflected by the payrolls and other records of the Carrier, now be reimbursed for all losses sustained.

(3) The Freight Cashier work now be returned to clerical employees.

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 1956, by reason of a decrease in station business and revenues at Paris, Texas, the Carrier abolished a Clerks' freight cashier position and assigned the duties of the position to a telegrapher-cashier (theretofore telegrapher-ticket cashier). Immediately prior to April 9, 1956 the station and yard forces included:

<u>Job Title</u>	<u>Hours</u>	<u>Days</u>
Agent-Yardmaster	-	6
Telegrapher-Ticket Cashier	7 AM - 4 PM	6
Freight Cashier	8 AM - 5 PM	5
Yard Clerk	6 AM - 3 PM	6
Station Helper	7 AM - 4 PM	5

Originally the freight clerical employees were located in a freight station across the main tracks from the passenger station, but for some years all of the forces above listed have been located in what was previously an exclusive passenger station: the Telegrapher-Ticket Cashier in the ticket office (Room 4) which adjoins the waiting room (Room 3) and the Freight Cashier with his freight tariffs, etc., in the freight office (formerly a baggage room - Room 10) which is about 150 feet from the ticket office. In April 1955 Room 10 was converted into a freight platform and warehouse and the freight office was moved into a 15 foot square partitioned-off portion of the waiting room adjacent to the ticket office.

Both the Freight Cashier and the Telegrapher-Ticket Cashier positions were long-established positions for more than 30 years under the Clerks' and Telegraphers' Agreements respectively. During 1943 a Ticket-Cashier position was established under the Clerks' Agreement but it was abolished in 1946 and the work reverted to the Telegrapher-Ticket Cashier whence it had come.

The claim centers on the abolishment of the Freight Cashier position in 1956.

First. All of this cashier work, both ticket and freight, was clerical work. The Clerks were entitled to perform all of it but for the fact that the ticket cashier work was at the telegraphers' post in the ticket office and within their capacity to perform along with their telegraphic duties.

During 1943-1946 when the work increased beyond the capacity of the telegraphers, the ticket cashier work belonged to the clerks and it was assigned to them.

In 1956 both the ticket and freight cashier work were located "at, or immediately adjacent to, the telegraphers' post" (Award 636; SBA No. 169 Award 7). The practices, which governed the assignments of work when the ticket and freight offices were widely separated, were no longer controlling in the relocated offices. When the work decreased to the point where only one cashier position was required to perform both ticket and freight cashier work, the telegraphers had the right to the position and the right to hold it as long as they were capable of performing it until telegraphic duties should no longer be required.

Second. We find that the Freight Cashier work in Room 11 was immediately adjacent to the telegraphers' post in the next room. The Organization contends, however, that the telegraphers were not entitled to perform the Freight Cashier work because "the work was brought to them." The thought is that, while the Freight Cashier work was not at, or immediately adjacent to, the telegraphers' post prior to 1955, it became so only by reason of the relocation of the freight office to a room adjoining the ticket office where the telegraphers' post was located.

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This is not a case where work was carried to a telegrapher by a messenger from a mile away for the purpose of providing him with work which he could not leave his post to perform, thus evading the requirement that a telegrapher can fill in his time with clerical work only when it is "at, or immediately adjacent to, his telegraphers' post."

What the Carrier did here was to move the freight office itself - the physical office, the freight clerical employees and the books and records - to a room immediately adjacent to the telegraphers' post of duty.

We know of no limitations upon a carrier's right to rearrange and relocate offices with a view to the most convenient and efficient lay-out for the performance of work. Whether a carrier chooses to scatter established offices in widely separated buildings or to concentrate them in one location, this simply decreases or increases the amount of clerical work available for telegraphers to fill out their time.

A W A R D

Claim denied.

/s/ Hubert Wyckoff
Chairman

I dissent.

/s/ T. P. Deaton
Carrier Member

/s/ F. H. Wright
Employee Member

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