

PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 239
(Clerks' Board, St. Louis, Missouri)

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS,
EXPRESS AND STATION EMPLOYEES

ATCHISON UNION DEPOT AND RAILROAD COMPANY

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

1. Carrier violated the Clerks' Agreement when, at close of business, April 30, 1958, it abolished three regularly assigned Baggage Clerk positions and one Relief Baggage Clerk position at the Atchison Union Depot, and effective May 1, 1958, removed the work attaching to those positions from the scope and operation of the Clerks' Agreement, and assigned that work to other employes, namely, Telegraph Operators and Train Service employes who are covered by Agreements of other crafts, all of which was in violation of Rules 1, 3, 5 and other related rules of the Clerks' Agreement.
2. The Carrier shall be required to pay Baggage Clerks M. C. Hauk, Leroy Bryan, L. J. Scheid and R. W. Worrell for wage loss sustained beginning with May 1, 1958, in accordance with the Claim Statements attached and made a part hereof.

OPINION OF BOARD:

This is one of those explosive disputes involving the Carrier's right to reduce forces, without negotiations, by abolishing positions at stations along the line of road when it is contended there has been a substantial decline in the workload.

The record shows that, prior to the disputed action, a Ticket Agent - Telegrapher, two Ticket-Clerk Telegraphers, and three Baggage Clerk positions, were assigned at the Atchison Union Depot. The positions were being worked at that time around the clock seven days a week.

Effective May 1, 1958, the three Baggage Clerk positions were abolished, and the duties reassigned to the remaining Telegrapher positions. On May 26, 1958 one of the abolished positions was reestablished when Carrier conceded additional help was needed between the hours of 10:30 AM and 7:30 PM.

The details of these claims are too burdensome to relate. The contentions of the parties present nothing new in principle. Awards, cited and relied upon by each of the parties to the dispute in great numbers, have been carefully examined. The dispute was taken under advisement after oral argument and the record has been reviewed again in all particulars.

When Carrier abolished all Baggage Clerk positions and assigned the work of those positions to another class of employee not under the Clerks' Agreement, without negotiating changes in said Agreement, it made itself liable for claims under facts and circumstances appearing in this record.

The record shows that the work in question was let and contracted to Clerks at this location about July 21, 1921, the date of the first contract, and, since that date, consistently remained under the scope of the Clerks' Agreement, until removed therefrom by the unilateral action of Carrier, effective May 1, 1958.

Claims will be remanded for adjustment and payment at the pro rata rate for actual wage loss, less earnings from other employments on dates subject to claim, and less any amounts paid claimants as unemployment insurance which Carrier is required to withhold for refund to the Railroad Retirement Board.

Claims are disposed of as above on the basis that the continuing violation and some dispute over the days and amounts claimed make it impossible to accurately determine from the record what is due claimants.

FINDINGS:

The Board, after oral hearing, and upon the record and all the evidence, finds and holds:

That the Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as amended;

That jurisdiction over the dispute involved herein has been conferred upon this Board by special agreement; and,

That the Agreement by and between the parties to this dispute has been violated.

AWARD

Claims sustained and remanded for adjustment and payment as per the above Opinion, by order of:

SPECIAL BOARD OF ADJUSTMENT NO. 239

/s/ A. Langley Coffey

A. Langley Coffey, Chairman

/s/ F. E. Griesse (dissenting)

F. E. Griesse, Employer Member

/s/ Ira F. Thomas

Ira F. Thomas, Employee Member

Dated at St. Louis, Missouri,
this 30th day of June, 1959.