

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

and

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

1. Carrier violated the Clerks' Agreement when, effective at close of business on Friday, January 16, 1959, it nominally abolished the position of Cashier at Clarksville, Arkansas, and effective Monday, January 19, 1959, it removed the clerical work the Cashier had been performing exclusively from under the scope and operation of the Clerks' Agreement by requiring employes of the Carrier and employes of the Missouri Pacific Freight Transport Company, outside of the Clerks' Agreement, to perform the work, which was in violation of Scope Rule 1, Rules 2, 3 and related rules of the Clerks' Agreement.
2. The Carrier be required to reestablish the Cashier position at Clarksville, Arkansas and place the clerical work at that station back under the scope and operation of the Clerks' Agreement.
3. The Carrier shall pay Cashier Arville Kraus a pro rate day's pay of \$19.08 for January 19, 1959, which is for the day's pay he lost breaking in on position at Morrilton, Arkansas, where he exercised his seniority, after his position of Cashier was abolished at Clarksville, Arkansas on January 16, 1959.

OPINION OF BOARD:

Clarksville, Arkansas, is a way station on the lines of Carrier about 100 miles west and north of Little Rock. In better days there were as many as three Clerks and two Telegrapher positions at that location. It is now a one-man station.

There is not enough work to support two positions, so an Agent-Telegrapher's position was kept on and the position of Cashier was abolished effective Monday, January 19, 1959. The Agent-Telegrapher is needed for the small amount of train order and telegraph work. He fills out his eight-hour tour of duty with other work including about six hours which can be classed as clerical.

SBA 239

Award No. 24

Docket No. 24

For reasons assigned and more fully explained in Docket No. 25, this day decided by denial Award 25, the scope and other rules of agreement with the Clerks on the lines of this Carrier were not violated by abolishment of the Cashier's position under facts and circumstances as related above.

There is more to the dispute, however, that merits special consideration.

Clerical forces at Clarksville had handled the less than car load freight to and from trucks (so long as clerical positions existed) pursuant to a special understanding known as the "Warehouse Agreement," found at pages 97, 98, 99 of the current Clerks' Agreement, in part reading:

"At all stations where classes of employees are employed, such as clerks, warehouse foreman and/or truckers (freight handlers), that are included in the Scope Rule of the current agreement, operators of vehicles (trucks or other conveyances) private or contract, arriving or departing from the Carrier's warehouses, will load or unload their lading (pick up or deliveries) to and from their vehicles upon or from the floor of the warehouse platform or truck thereon, and/or from the area inside the doors of the warehouse extending the full length of the warehouse, but not to exceed 7 ft. in depth."

The handling and checking of the L.C.L. freight was performed by Missouri Pacific Freight Transport Company employees after the Cashier's position was abolished, and this causes the Employees to say:

"By abolishing the Cashier position at Clarksville (which was a nominal abolishment) it relieved the Carrier of the requirement to comply with the Warehouse Agreement as there was no longer an employee subject to the Clerks' Agreement employed at that station."

Therefore, we understand the Employees agree that one is subject to the Clerks' Agreement must be employed at the station for the Warehouse Agreement to apply at such a location, and we also agree.

We further understand the foregoing to mean that the Warehouse Agreement is not being violated if the discontinuance of the Cashier's position was more than a "nominal abolishment"; that the Warehouse Agreement rests for support upon existence of clerical positions, rather than furnishing support for said positions. This seems plausible to us.

Therefore, the controlling determination already has been made by this Board when it found that the abolishment of the Cashier's position was proper, our way of saying Carrier's action amounted to more than a "nominal abolishment."

Accordingly, and as the Employees say, the abolishment of the Cashier's position relieved Carrier of the requirement to comply with the Warehouse Agreement.

Award No. 24
Docket No. 24

FINDINGS:

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

That the Carrier and the 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 the dispute has not been violated.

AWARD

Claims denied.

SPECIAL BOARD OF ADJUSTMENT NO. 239

/s/ A. Langley Coffey,
A. Langley Coffey, Chairman

/s/ G. W. Johnson
Employer Member

/s/ Frank D. Lupton
Employees' Member

Dated at St. Louis, Missouri
this 15th day of December 1961

File 205-3225