Award No. 120
Case No. CL-44-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES TO DISPUTE ) Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees
and
Chicago, Milwaukee, St. Paul & Pacific Railroad Company

QUESTIONS AT ISSUE:

(1) Did the February 7, 1965 Agreement supersede and abrogate the provisions of the Memorandum of Agreement dated April 19, 1960 known as the 'One-man Station Agreement'?

(2) Did those certain changes made by the Carrier at Ortonville, Minnesota effective on March 15, 1966 constitute technological, operational and/or organizational changes under the provisions of Article III of the February 7, 1965 Agreement?

(3) Did the Carrier violate Article III and VI of the February 7, 1965 Agreement when in instituting certain changes at Ortonville, Minnesota it transferred the station clerical work to an employee of another craft, represented by another labor organization?

(4) Shall the Carrier be required to return the station clerical work at Ortonville, Minnesota to employees within the scope and application of the Clerks' Agreement?

(5) Shall the Carrier be required to compensate employee D. A. Witte, for wage losses suffered on and after March 15, 1966 and afford him full allowance and benefits of the February 7, 1965 Agreement because of the changes instituted at Ortonville, Minnesota?

OPINION OF BOARD: Effective March 15, 1966, Clerk Position No. 6716, at Ortonville, Minnesota, was abolished and the work was transferred to the Agent, an employee of another craft. The Carrier declined the Organization's claim on the ground that its action was supported by the "One Man Station Agreement", which, in effect, was not abolished by Article VI, Section 1, of the February 7, 1965 National Agreement. It is the Carrier's contention that the "One Man Station Agreement" of April 19, 1960, does not constitute a "job protection or employment security agreement" of the type referred to in

Section 1 of Article VI. It, further, insists that such "One Man Station Agreement" continues in effect and will continue until cancelled. The Organization, on the other hand, argues that the "One Man Station Agreement" is a job protection and employment security agreement which pursuant to Article VI, Section 1, could have been preserved by notifying the Carrier within sixty days of the execution of the National Agreement. However, such preservation notice was never served on the Carrier and, therefore, it was abrogated and superseded by the National Agreement.

The Carrier's basis for its contention that the National Agreement did not supersede the local agreement rests on two grounds. Pursuant to Article VI, Section 1, the first condition contemplates a job protection or employment security agreement which by its terms is of general system-wide and continuing application. In this regard, the local agreement is not a system-wide agreement, inasmuch as it has applicability only on Carrier's Lines East. The second condition stated therein, provides that if it does not have general system-wide application, is one which by its terms would apply in the future. Apropos this contention, the Carrier disputes the fact that the local agreement can be construed as applicable in the future since it is subject to a thirty days written cancellation notice.

We are not entirely convinced whether the latter argument was premised as a jest or predicated on naivete. If the Carrier's defense is to be taken seriously, then only agreements which are executed in perpetuity would conform to this requirement. Under the Carrier's interpretation, any future agreement, if it contained a cancellation clause, would not conform to the requirement spelled out in Article VI, Section 1. We do not believe it necessary to belabor this point any further.

Is a "One Man Station Agreement" a job protection or employment security agreement? Without a scintilla of doubt! Does the instant "One Man Station Agreement" apply in the future, despite the proviso for a thirty day cancellation clause? Of course! Did the Organization representative preserve the local agreement by notifying the Carrier within sixty days? Unquestionably not! Hence, did the February 7, 1965 National Agreement supersede the "One Man Station Agreement"? The answer is a simple yes. In this regard, we would also incorporate by reference our analysis in Award No. 21.

## Award

Answer to questions (1), (2), (3), (4) and (5) is in the affirmative.

Murray M. Rohman
Neutral Member

Dated: Washington, D.C.
August 7, 1969