Award No. 193
Case No. CL-61-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES TO DISPUTE) Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express & Station Employes
and
St. Louis-San Francisco Railway Company

QUESTIONS AT ISSUE:

(1) Did the Carrier violate the provisions of Article IV of the February 7, 1965 Agreement when it failed to protect Mr. William J. Schreiber, St. Louis, Missouri, an employe covered by the provisions of Article IV, Section 1 of that Agreement at his guaranteed rate of pay plus subsequent wage increases when Mr. Schreiber exercised his seniority on a position at his home station of St. Louis, Missouri which carried a lower rate of compensation rather than exercising his seniority to a position of like or higher rate of pay at the station of Springfield, Missouri located some 230 miles distant from his home station?

(2) Shall the Carrier now be required to compensate Mr. Schreiber for the wage losses suffered beginning on and after September 2, 1966 and accord him the full allowances and benefits prescribed in the February 7, 1965 Agreement?

OPINION OF BOARD:

On April 27, 1964, all positions in Seniority District No. 5, were transferred from St. Louis to Springfield--except Claimant's Record Room Clerk. On September 2, 1966, Claimant's position in St. Louis was abolished. At this juncture, Claimant could have exercised his seniority in District No. 5, now located in Springfield, or pursuant to Rule 15,filed application for positions in other seniority districts and be given preference over non-employees. He opted the latter route and was assigned the position of Office Boy in Seniority District No. 6, at St. Louis. As a consequence thereof, he suffered a loss in wages of $2.89 per day, which is the basis of the instant dispute.

In our view, Award No. 68, sheds light on this question, as hereinafter quoted:

> "Sections 1 and 3 of Article IV, (considered together with Question and Answer No. 1 interpreting Section 3) mean that a protected employe's guaranteed compensation shall not thereafter be less than the normal rate of compensation he was entitled to on October 1, 1964, unless the employe voluntarily chooses to take the lower rated position. If he chooses to take the lower rated position, then the rate of that position becomes his guaranteed rate of compensation."

In fact, the Carrier now advances the same argument, rather than

its initial one that Claimant lost his protected status, to wit:

> "Furthermore, Article IV, Section 3 states that a protected employe who bids in a job voluntarily will have the rate of the job upon which he bids. So even if Claimant properly bids on the St. Louis position, the basic intent of this provision and Interpretation IV, Section 3, Questions 1 and 2 is that an employe who through voluntary action, as opposed to an action of the Carrier, chooses to occupy a lower rated position, shall have his guarantee determined at the rate of the position he elects."

It is, therefore, our view that Claimant is entitled to protected status and compensation at the rate of the Office Boy Position he bid in at St. Louis, in Seniority District No. 6.

AWARD

The answer to Questions (1) and (2) is answered in the affirmative to the extent that Claimant is entitled to protected status at the rate of the Office Boy Position in Seniority District No. 6.

Murray M. Rohman
Neutral Member

Dated: Washington, D. C.
January 19, 1970