

SPECIAL BOARD OF ADJUSTMENT NO. 605

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

QUESTIONS AT ISSUE: (1) Did the Carrier violate the provisions of Article IV, Section 1 of the February 7, 1965 Agreement when it refused to compensate Mr. O. K. Coyle at the rate of the position he occupied on October 1, 1964 after Mr. Coyle was arbitrarily removed from his position No. 401, Chief Clerk, General Typing and File Bureau, Traffic Department, St. Louis, Missouri, rate of pay \$683.77 per month, on July 31, 1965; Mr. Coyle then placing himself in line with the agreement rules on the position he formerly occupied prior to being assigned the Chief Clerk Position which was Position No. 303 on August 5, 1965, Mail Traffic Clerk, rate of pay \$23.6924 per day?

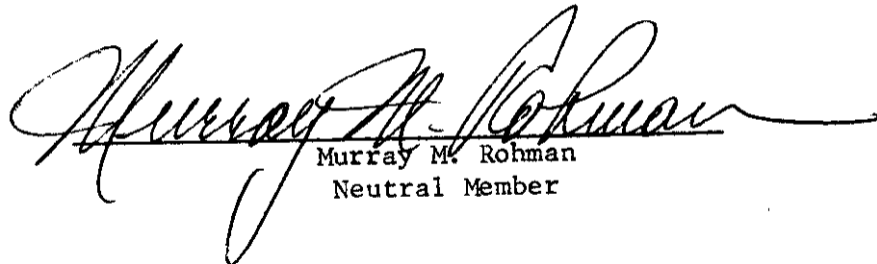
(2) Shall Carrier now be required to reimburse Mr. Coyle under the provisions of Article IV, Section 1 of the February 7, 1965 Agreement for the difference in the rate of pay of his Chief Clerk Position which he occupied on October 1, 1964 and the rate of the position of Mail Traffic Clerk on which he was involuntarily required to place himself effective August 5, 1965?

OPINION OF BOARD: The facts indicate that on July 31, 1965, Claimant was relieved from the Chief Clerk Position for failure to properly fulfill the functions of said position. This position is only covered by Rules 1, 25, 66 and 77 of the effective Agreement and the rate of pay for such position is not subject to negotiation.

It is, therefore, our considered opinion that the issue herein has been determined by our Award Nos. 36 and 195.

AWARD

The answer to Questions (1) and (2) is in the negative.


Murray M. Rohman
Neutral Member

Dated: Washington, D. C.
April 20, 1970