

NATIONAL RAILROAD ADJUSTMENT BOARD
Third Division

PARTIES TO DISPUTE:

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

THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY

DISPUTE.—" Shall Mr. Weaver be returned to position of Roundhouse Clerk at Topeka, Kansas, and compensated for monetary loss sustained account his position being assigned by carrier to Local Storekeeper?"

FINDINGS.—The Third division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier and the employees involved in this dispute are, respectively, carrier and employees within the meaning of the Railway Labor Act as approved June 21, 1934.

This division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

On November 15, 1930, position of Engine Dispatcher-Roundhouse Clerk at rate of \$119.50 per month, Topeka, Kansas, roundhouse, assigned to eight hours per day, seven days per week, was abolished. Local Storekeeper and Roundhouse Foreman at that point thereafter assumed duties formerly discharged by Engine Dispatcher-Roundhouse Clerk, approximately six hours per day assumed by the Local Storekeeper and two hours per day by the Roundhouse Foreman.

The positions of Roundhouse Foreman and Local Storekeeper at Topeka, Kansas are shown to have been of the "official" class and not included within the scope of any agreement with the Carrier governing wages and working conditions of "employees"; and that the position of Local Storekeeper was considered to be in a seniority district separate and aside from the seniority district which included position of Engine Dispatcher-Roundhouse Clerk, although, as before stated, position of Local Storekeeper was not included with the scope of any working agreement between the parties.

An agreement (bearing effective date of January 1, 1931) exists between the parties governing wages and working conditions of employees therein designated, from which agreement complainant party cites certain rules said to support claim made subject of dispute.

Complainant party does not dispute the right of the Carrier to have assigned the clerical work from the position of Engine Dispatcher-Roundhouse Clerk to the Roundhouse Foreman at Topeka, Kansas, but the said agreement does not legalize the transfer of six or more hours per day clerical work from the position of Engine Dispatcher-Roundhouse Clerk in one seniority district to an official or so-called "excepted position" in another seniority district without negotiation between the parties in the interest of employees who may be affected.

AWARD

Upon the individual merits of this case employee Weaver shall be compensated at basic rate of \$119.50 per month as Engine Dispatcher-Roundhouse Clerk less any amount or amounts earned in other employment during the same period of time, dating from November 15, 1930 to the date that clerical duties theretofore performed by Mr. Weaver on position of Engine Dispatcher-Roundhouse Clerk at Topeka, Kansas, shall be shown to have diminished to four or less hours per day performed by Local Storekeeper; and the parties are hereby directed to jointly develop the facts with respect to such period of time.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON.
Secretary.

Dated at Chicago, Illinois, this 4th day of March 1935.