

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**Third Division**

**Paul Samuell, Referee**

**PARTIES TO DISPUTE:**

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

**WABASH RAILWAY COMPANY**

**DISPUTES.**—"Violation of Schedule Agreement for clerks, effective August 1, 1929, by arbitrarily removing therefrom certain positions known as "timekeepers, who keep time and perform work incident thereto, of road and yard service employees, train and enginemen, hostlers and switchtenders. Request that the positions in question be bulletined to employees in the seniority district where the work was previously performed, and the positions be removed from the office of the Assistant to General Manager, and established in an office not listed under Rule 1, paragraph (a) of the Schedule, and that the employees who may eventually be assigned to the positions be reimbursed for any monetary loss they may have sustained by this violation of the Agreement, retroactive to December 15, 1934."

**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 case being deadlocked, Paul Samuell was called in as Referee to sit with this Division.

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

An agreement bearing date of August 1, 1929, is in effect between the parties.

Prior to or about March 1, 1933, timekeeping for road and yard service employees, train and enginemen, hostlers and switchtenders on the various divisions of the Wabash Railroad was performed by employees known as "timekeepers", who worked under all of the provisions of the Schedule between the Wabash Railway Company and the employees represented thereon by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees. These positions were located at certain points on the line, outside of the General Offices at St. Louis.

On or about March 1, 1933, the timekeeping work performed by these employees was discontinued or abolished in the various line offices and thereafter performed in the General Offices at St. Louis, Missouri. In the office of Assistant to the General Manager three so-called excepted positions, viz, Head Time Checker and two Time Checkers, were created. Other positions were created in the office of Auditor of Disbursements to handle work incident to the timekeeping, such positions being bulletined in accordance with the provisions of the Schedule.

It is contended by the management that the three positions are excluded from the provisions of the Schedule by reason of Rule 1 of the Clerks' Agreement, which, among others, excluded employees in the office of Assistant to the General Manager.

Claim is based on Rules 1, 11, and 23 of current agreement, reading in part:

"RULE 1. (1) Employees who regularly devote not less than three hours per day to the performance of clerical work, irrespective of where or in what department employed, including checkers, ticket clerks, station baggage-men, switchboard operators, foremen of freight houses and supply departments.

" \* \* \* The following general exceptions are made:

"(a) Employes in the *immediate* office of the President: Vice President and General Manager, Vice President and General Solicitor, Vice President and Comptroller, Vice President in charge of Traffic, Freight Traffic Manager, General Superintendents, Assistant to General Manager, Chief Special Agent, General Claim Agent.

"(c) Traveling Accountants, traveling inspectors, or other road service where special training, experience, and fitness are necessary."

"RULE 11. (p) No position shall be abolished and new one created under another title covering the same class or grade of work for the purpose of reducing the pay or evading the application of this schedule.

"(r) \* \* \* When, for any reasons, two or more offices or departments are consolidated, employes affected shall have prior rights to corresponding positions in the consolidated office or department. After such rights have been exercised, these rules will govern."

"RULE 23. (b) No rate, rules, or part of a rule in this agreement will be eliminated, annulled, or changed without the approval of the Vice President and General Committee for Clerks and after thirty (30) days' notice."

This Division is of the opinion that the three positions are not in the "immediate" office of the Assistant to the General Manager, and are not "excepted" positions. On the contrary, this Division is of the opinion that the work performed by the employees occupying these three positions in question is of the same class or grade of work formerly performed by timekeepers in the division offices; that the three positions in question are not assigned to traveling or road service, and do not, therefore, come under Paragraph (c) of Rule 1.

#### AWARD

It is the award of this Division that the positions in question be bulletined to employees in the seniority district where the work was previously performed, and that the employees who may eventually be assigned to the positions be reimbursed for any monetary loss that may be sustained by this violation of the Agreement, retroactive to December 15, 1934.

The request of the petitioner that the positions be removed from the office of Assistant to the General Manager is denied.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,  
Secretary.

Dated at Chicago, Illinois, this 15th day of July 1935.