

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

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

**CHICAGO, SOUTH SHORE AND SOUTH BEND
RAILROAD COMPANY**

STATEMENT OF CLAIM: "Claim of the System Board of Adjustment, Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that failure and refusal of the Carrier to issue Seniority Roster and furnish copy of same to 'employees' representative' is in violation of the Rules of the Clerks' Agreement, and claim that said seniority roster be now issued and copy furnished in accordance with Rule 3-C of the Clerks' Agreement."

STATEMENT OF FACTS: The employees stated the facts to be:

"Under date of June 11, 1934, the parties to this dispute entered into a Labor Agreement with effective date of June 1, 1934, the scope of which is stipulated in Rule 1, thereof.

"The rules of said agreement provide for the establishment and maintenance of stipulated working conditions, hours of service, rates of pay and other regulations designed and constructed to establish regularity and uniformity of employment conditions.

"Rules 3, 4, 5, 6, 7, and 8 of said agreement were designed and constructed to establish a system of seniority principles and rights to govern the employment, promotion, transfer, displacement and retention of employment of employees covered by said agreement.

"(2) The Officers of the Carrier, including the highest operating Officer signatory to said agreement has failed and refused to apply the rules of said agreement generally to positions and employees in its General Offices.

"Such Officers, including the Chief Operating Officer signatory to the Agreement, have specifically failed and refused to comply with rules of the Agreement providing for the

"(a) establishment of seniority district for General Office employees, and

"(b) issue, post and furnish the representative of the employees with a copy of seniority roster covering General Office employees.

"(3) This Carrier maintains General Office forces and positions in one or more buildings at Michigan City, Ind., and Chicago, Ill., as hereinafter detailed.

"The duties assigned to and required of such General Office employees are those ordinarily assigned to and required of Railroad General Office Workers, such as is stipulated and referred to in Rule 2 of the Agreement.

"The positions and employees in said General Offices are those which are specified and referred to in Rule 1 of the Agreement as--

"Rule 3 (c) of the Clerks' Agreement requires that the Seniority Roster of all employees, showing name, position occupied, location, date of employment and seniority rights, will be posted in January and July of each year in agreed-upon places, accessible to all employees affected, copy will be furnished employees' representative.

"The Carrier has always, since the date of said Clerks' Agreement on June 11, 1935, issued a Seniority Roster of all employees, excepting and excluding only those excepted and excluded by Rule 1 (d) and (e) of the Clerks' Agreement, and furnish a copy to the Employees' Representative in strict compliance with the provisions of the Clerks' Agreement."

OPINION OF BOARD: The evidence shows that on February 14, 1936, the Interstate Commerce Commission, in its Docket No. 8, found that the carrier here involved is subject to the provisions of the Railway Labor Act, as amended June 21, 1934. Therefore, this Division of the Adjustment Board has jurisdiction over this dispute.

The evidence of record discloses it was not the intention of the parties to except from the scope of the Agreement all general office employees of the carrier.

There is a difference of opinion between the parties as to the positions that were to be excepted from the Agreement under the provisions of Rule 1, paragraph (e) and whether certain other positions were to be excepted because of the confidential nature of the work performed.

While the Agreement contains Exceptions, (Rule 1, paragraphs (d) and (e), the record indicates that final and definite negotiations were not concluded as to the specific positions that were to be excepted from the Agreement.

The dispute should be referred back to the parties for conference and negotiations as to which positions in the general offices are to be excepted. If agreement thereon cannot be reached the dispute may be resubmitted to the Board by the parties or either of them for final determination.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That all positions in the general offices are not excepted from the scope of the agreement;

That the question as to which positions shall be designated "excepted" is remanded to the parties for conference and negotiation.

AWARD

Case remanded to the parties for conference and negotiation on the basis of the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson,
Secretary

Dated at Chicago, Illinois, this 30th day of September, 1937.