

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

H. Nathan Swaim, Referee

PARTIES TO DISPUTE:

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

READING COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that the carrier violated the Clerks' Agreement:

1. When on October 1, 1941, position of Foreman was reduced from \$207.70 per month to the rate of \$187.68.
2. That the carrier now be required to restore the original rate and employees affected be compensated for all monetary loss since October 1, 1941.

EMPLOYEES' STATEMENT OF FACTS: On June 5, 1936, the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees were designated and authorized to represent clerical and office employees (including Telephone Operators) and station, yard and storehouse employees other than clerks, (including foremen who do not exercise supervision through sub-foremen, for the purpose of the Railway Labor Act by the National Mediation Board. (*)) Subsequently thereto, there was entered into an agreement between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, hearing the effective date of April 1, 1937.

(*) Underscoring ours.

In accordance with the stipulations of Rule No. 1 of the agreement, a list of positions was agreed to, known as "Personal Office Force List No. 1." Three designations or classes of positions were agreed to on "Personal Office Force List," among which certain positions were designated and referred to as asterisk (*) or star positions; the agreed upon definition covering such positions being as follows:

"When vacancy occurs on positions identified by an (*) it will be filled, without bulletin (Rule No. 35), by appointment made by the employing officer after conference with the Local Representative."

This constituted the only agreed upon exception to the rules of the agreement between the Reading Company and the Brotherhood, effective April 1st, 1937.

Prior to August 15, 1941, there was an established position of Foreman, Oil House, General Storehouse, Reading, Pa. This position was designated as an (*) position under the Clerical Agreement at the basic monthly rate of \$207.70.

Rule 18:

This rule reads as follows:

"The rates of new positions shall be in conformity with the rates for positions of similar kind or class in a seniority district where created."

This Foreman's position was not a newly created position, but was an old established position, the monthly rate of which was reduced because of a reduction in the hours of service to comply with the rules. The Carrier contends there was no violation of this rule in this case.

Under the circumstances set forth in the foregoing, the Carrier holds the method of computing the monthly rate of \$187.68 was correct and proper in accordance with the general policy when "preferred" positions reverted to the agreement. Further, there was no violation of any rules of the Clerks' Agreement, therefore the claim is without merit and not justified and the Carrier requests the Board to so find and deny the claim.

OPINION OF BOARD: This case presents the identical question presented by docket CL-2268. For the reasons assigned in Award No. 2266, docket CL-2268, this claim must be sustained.

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 employe involved in this dispute are respectively carrier and employe 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 the carrier violated the Agreement as claimed.

AWARD

The claim is sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 10th day of August, 1943.