

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**THIRD DIVISION**

**Bruce Blake, Referee**

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**PARTIES TO DISPUTE:**

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

**SACRAMENTO NORTHERN RAILWAY**

**STATEMENT OF CLAIM:** Claim of System Committee of the Brotherhood of Railway Clerks that position of Storekeeper, Chico, rate \$188.76 per month should properly be rated at \$248.76 per month and that M. C. Cook adversely affected by reason of failure of the railroad to re-rate the position coincident with assignment of duties from high rated position, shall be compensated for wage loss sustained from July 15, 1941 to January 1, 1945.

**EMPLOYEES' STATEMENT OF FACTS:** Prior to July 15, 1941, there were two positions of Storekeeper on the Sacramento Northern Railway, one of which was located at Oakland, California, and the other at Chico, California.

The position of Storekeeper at Oakland was required to receive stock and disburse all company materials for use on the First sub-division of the Railroad, running from Oakland, California, to Sacramento, California.

The position of Storekeeper at Chico was required to receive, store and disburse all company materials for use on Carrier's Second sub-division, running from Sacramento, California, to Chico, California.

The position of Storekeeper at Oakland was rated at what has now become \$248.76 per month. The position of Storekeeper at Chico was rated at what has now become \$188.76 per month.

On or about July 15, 1941, all materials from Oakland Store were transferred to Chico Store, Oakland Store was closed, and position of Storekeeper was abolished. The Storekeeper at Chico now received stocks and disburses materials for the entire line of Railroad.

**POSITION OF EMPLOYEES:** The following rules are cited from agreement bearing effective date of November 16, 1937:

Rule 6. "An established position shall not be discontinued and a new one created under a different title covering relatively the same class of work for the purpose or with the effect of reducing the rate of pay or evading the application of these rules."

Rule 7. "Positions (not employees) shall be rated and the transfer of rates from one position to another shall not be permitted."

Rule 10. "Employees assigned temporarily to higher rated positions shall receive the higher rate. Employees assigned temporarily to lower rated positions shall not have their rates reduced."

Rule 10 has been mentioned by the organization as another rule of our agreement that has been violated and with this, too, we do not agree.

Rule 10 reads:

"Employees assigned temporarily to higher rated positions shall receive the higher rate. Employees assigned temporarily to lower rated positions shall not have their rates reduced.

A "temporary assignment" contemplates the fulfillment of the duties and responsibilities of the position, whether the regular occupant is absent or present; merely assisting a higher rated employee during a temporary increase in the volume of the work does not constitute a temporary assignment."

and deals with the preservation of rates for employees assigned temporarily to higher rated positions. The employee in question was neither temporarily nor permanently assigned to a higher rated position. He was occupying the position he had held with this carrier prior to the time of our negotiating an agreement with this organization and the only change in his duties after the Oakland store was closed was the addition as previously stated of a few items of stock that had not previously been handled by him.

Coincidental with the abandonment of passenger service on our system, passenger store stock which had previously been carried in the Chico store was also eliminated from our stock at that location and this, too, further reduced the duties of the position in question, the Chico Storekeeper.

The carrier cannot agree that the addition of items of stock, such as has been mentioned by the organization, in any way changes the duties of a Storekeeper to those of a higher rated position.

The employee involved was paid in accordance with the provisions of our agreement with this organization and in accordance with the rate of pay negotiated for the position in question and is, therefore, not entitled to any additional compensation over that which has already been paid.

We, therefore, ask that the claim be denied since no violation of the agreement occurred.

**OPINION OF BOARD:** The Claimant bases his claim on Rules 6, 7 and 10 of the controlling Agreement, which need not be quoted inasmuch as they are set out in full in both the presentation of the Organization's position and that of the Carrier. We fail to perceive any relevance of either Rule 7 or Rule 10 to the facts presented by the record. Certainly, there was no violation of either rule.

Nor, under the facts disclosed by the record, are we able to perceive any violation of Rule 6. The facts are: That prior to July 15, 1941, there were two positions of Storekeeper on the Carrier's lines—one at Oakland, the other at Chico. The position at Oakland carried a higher rate of pay than that at Chico.

On the date mentioned the Carrier abandoned its passenger service. This curtailment in the Carrier's operations rendered the maintenance of a store at Oakland unnecessary. As a consequence the position of Storekeeper at that point was abolished. At that time there was approximately \$35,000 worth of stock on hand at the Oakland Store. Half of this was junked and half was transferred to the store at Chico. At the same time the passenger store stock at Chico was eliminated.

Certainly, in the face of these facts, it cannot be held that a new position was created. For, the position of Storekeeper at Chico was already in existence. Nor, can it be said that there was any change in the character of the work performed by Claimant.

It may be that in volume his duties were somewhat increased. But even that is open to dispute in the light of the fact that, after abandonment of its passenger service, the Carrier's supply orders fell off approximately 50%.

Under the facts disclosed by the record we are satisfied that no new position was created; that no higher rated duties were imposed on Claimant; and that the record affirmatively shows that the acts of the Carrier complained of were done without any purpose or intent to evade the rules or reduce the rate of pay.

**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 Employes involved in this dispute are respectively carrier and employes 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 there was no violation of the Agreement.

**AWARD**

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of Third Division

**ATTEST:** H. A. Johnson  
Secretary

Dated at Chicago, Illinois, this 20th day of January, 1947.