

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Fred W. Messmore, Referee

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**PARTIES TO DISPUTE:**

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

**THE CHESAPEAKE AND OHIO RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood that the Carrier is violating the terms of Clerical Agreement No. 7 in permitting or requiring Mr. G. H. Dunbar, Manager of the Zone Revision Bureau at Chicago, to perform rank and file work covered by the Agreement, and that the Carrier shall now be required to establish an additional position to handle the rank and file work now being performed by Mr. Dunbar and return such work to employees covered by the Agreement.

**EMPLOYEES' STATEMENT OF FACTS:** There is located at Chicago, Illinois, what is known as a Zone Revision Bureau, the force consisting of a Manager (excepted position), Chief Clerk, Secretary, 4 Rate Clerks, 1 Reviser-Computer, and 2 Computers. The Zone performs the initial act of rating all shipping orders covering shipments originating at Chicago for outbound movement and after bills are made by the Agent's force, then revise the bills, also revise rates on shipments originating between Richmond, Indiana, and Chicago for outbound movement as well as certain other shipments coming into Chicago for Chicago delivery.

Prior to September 16, 1930, there was no Zone Revision Bureau at Chicago. The Rate Clerks who were under the jurisdiction of the Agent performed all of the rate work to be done in Chicago and some revision work.

Effective September 16, 1930, a Zone Revision Bureau was established at Chicago and placed under the jurisdiction of Mr. L. L. Adams, Manager, the Zone being a part of the Accounting Department, its function being that of doing revision work, the initial act of rating shipping orders being performed by Rate Clerks who were under the jurisdiction of the Agent.

Effective October 1, 1932, all positions of Rate Clerk under the jurisdiction of the Agent were discontinued, thereafter the Zone performing the initial act of rating as well as the revision work.

Prior to January 1, 1945, the position of Manager of the Zone Revision Bureau at Chicago was considered to be an official position, it being in no wise covered by the terms of the Clerical Agreement. As a result of negotiations between the Brotherhood and the Management during the year 1944, what is known as Clerical Agreement No. 7 became effective January 1, 1945. The position of Manager was made an excepted position and it is so listed under the caption "Auditor Station Accounts-Zone Accounting Bureau"—Page 11 of Memorandum Agreement No. 1 supplementary to General Agree-

work. If this were so, there would be no excepted positions because if the position could not and did not perform clerical work the position would not come under the scope of the Clerks' Agreement and no exceptions would be necessary.

There is, therefore, no merit in the claim and it should be denied.

**OPINION OF BOARD:** The record shows that on September 16, 1930, there was established in Chicago a Zone Revision Bureau. The position of manager thereof considered a subordinate official position, and not covered by the Agreement with the Clerks' Organization. In 1944, as a result of negotiations with the Clerks' Organization for a revision of the agreement effective November 16, 1936, Agreement 6, the position of manager of such Bureau and other Bureaus of like character were negotiated into the Agreement effective January 1, 1945 (current Agreement No. 7). Memorandum Agreement Number 1, supplementary to the current Agreement No. 7, lists the position as excepted. The position is excepted from Rule 3(b) which makes certain exceptions with reference to the establishment of seniority rights; Rule 4, the rule of procedure in promotions, assignments and displacements; Rule 18(b) procedure with reference to abolishment of positions and reducing forces; Rule 29, reference to hours of service, overtime and meal period; Rule 34 is a notified or call rule; Rule 39 is the Sunday and holiday rule. It is clearly apparent that the foregoing rules from which the position is excepted, in no manner refer to the kind and nature of the work of the manager's position, and such exceptions are self-explanatory.

The Organization contends the manager of the Zone Revision Bureau can act only in a supervisory capacity, and is not privileged to perform rank and file work while serving in such capacity; that Rule 1(b) of the Agreement provides: "Positions within the scope of this Agreement belong to employees herein covered and nothing in this Agreement shall be construed to permit the removal of such positions from the application of these rules except as provided in Rule 65." The employees' analysis of this rule is that it provides that positions or work within the scope of the Agreement belong to the employees covered by all of the rules thereof, and prevents the removal of that work from the Agreement and its assignment to any employees or position which is not fully covered by the rules. The rule makes no requirement that such employees shall be covered by every rule of the Agreement.

The employees likewise make reference to Rule 1 (f) which provides:

"Employees from rank and file now filling \* \* \* excepted positions shall retain and continue to accumulate seniority on the roster from which promoted. Such employees will only be permitted to return to rank and file positions in case of demotion, disqualification, or abolition of position, unless otherwise agreed in writing between the Management and General Chairman \* \* \*."

The analysis of this rule, as contended for by the employees, is, it prevents the manager of the Zone Revision Bureau from acquiring seniority rights for positions of work in the seniority district where he has not worked on a rank and file position; that he is permitted to retain and accumulate seniority rights in rank and file work in the district from which he was promoted; not holding a seniority rank in the district or division where he is employed as Zone Revision Bureau manager, forecloses his right to perform rank and file work in such district, and when the Carrier permits him to do so, it is to the detriment to the rights of employees who hold seniority rights and whose names appear on the roster in such district.

We are not in accord that the rule goes to the extent as contended for by the Organization. The rule has to do with the manner in which employees from rank and file positions promoted to official, subordinate official, or excepted positions, will be returned to rank and file positions.

The manager of the Zone Revision Bureau, from the time of its establishment, in addition to his supervisory duties assisted in rating and revising

waybills and shipping orders. The Carrier maintains that in the negotiations it was agreed to except the positions as they stood, including all the duties, and that the Carrier did not agree to except a part of positions or a portion of the work from the rules of the Agreement, as contended for by the Organizations at this time. The effect of the rules from which the manager of the Zone Revision Bureau is excepted is that such positions are not subject to the seniority rules of the Agreement, nor the overtime rules, and are paid on a monthly basis to cover all services performed. The Agreement does not define what clerical work will be performed by rank and file employees covered by all of the rules of the Agreement, and what work will be performed by excepted positions covered by the rules of the Agreement, with the exceptions heretofore noted. The position the manager holds is designated in the Scope rule of the Agreement and covered by practically all of the rules thereof. He is a clerical supervisor. The record does not disclose that there has been any reduction in force in the Chicago Zone Revision Bureau, nor that any rank and file employees have been denied the work to which they are entitled. Under the present state of the record, we conclude that the claim should be denied.

**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 Employee involved in this dispute are respectively carrier and employee 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 has not violated the Agreement.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of the Third Division

ATTEST: H. A. Johnson  
Secretary

Dated at Chicago, Illinois, this 10th day of March, 1947.