

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Lloyd H. Bailer, Referee

PARTIES TO DISPUTE:

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

**THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

1. Carrier shall be required to restore Local Storekeeper Position No. 217 at Western Avenue Roundhouse Store; and that any or all employees be compensated for loss sustained as result of Carrier's action in the abolishment of Position No. 217, retroactive to February 17, 1956.

2. General Foreman Position No. 241, now occupied by Mr. J. G. Waldman, Jr. be returned to Bensenville Storeroom.

3. Carrier shall be required to bulletin General Foreman Position No. 241, subject to all rules of the Clerks' Agreement, to the employees within Seniority District No. 118, if such position is continued at Western Avenue.

EMPLOYEES' STATEMENT OF FACTS: Prior to 1952 Employee M. J. Schwede, with seniority date of March 4, 1927, was assigned to Position No. 241, General Foreman at Bensenville, Ill. In 1952 Employee Schwede succeeded Mr. K. W. Barbian as Storekeeper at Bensenville. Employee J. G. Waldman, Jr., who occupied the position of Foreman at Milwaukee Shops, Milwaukee, Wisconsin prior to 1952, succeeded employee Schwede as General Foreman at Bensenville.

Thus in 1952 the Carrier had the following supervisory forces in effect in Chicago:

M. J. Schwede on Position 214, Storekeeper at Bensenville, listed under Rule 1(d) of the scope of the Clerks' Agreement.

J. G. Waldman, Jr. on Position 241, General Foreman at Bensenville, listed under Rule 1(d) of the scope of the Clerks' Agreement.

C. M. Morgan on Position 217, Local Storekeeper at Western Avenue Roundhouse, covered by all the rules of the Agreement.

to a partially excepted position except by negotiation. The answer to this contention is that the occupant of the position and not the work is excepted from the specified rules. The parties have already agreed in Rule 7 (c) that certain rules do not apply to the position to which this remaining work was assigned. But the work still remains within the scope of the Agreement and its assignment to the Chief Rate Clerk is in accordance with the contract made'."

The employees have attempted to argue that the Carrier could not headquarter the general foreman at Western Avenue, Chicago, Illinois, but that that position must be headquartered at Bensenville. It is true that the general foreman's position in recent years has been headquartered at Bensenville. However, the Carrier was entirely within its right, in accordance with the provisions of Rule 1 (d), to headquarter the position at any point within the Chicago Terminal and certainly at Western Avenue, Chicago, Illinois. The following portion of Rule 1 (d) is reproduced:

Department	Office	Position
* * *		
Store	* * *	
	Store Department	General Foreman (Chicago, * * *) Storekeepers (Bensenville, * * *)"

It will be noted that the storekeeper position also listed in Rule 1 (d) is shown at Bensenville where that position remains. However, the general foreman's position is shown at Chicago, meaning Chicago Terminal, but whatever description is given to the location "Chicago" it cannot fail to include Western Avenue, Chicago, Illinois. It is the Carrier's position that strictly under the provisions of Rule 1 (d) the position of general foreman at Western Avenue, Chicago, Illinois is entirely proper and there is no basis whatever for the employees' claim or contention that that position should be returned to Bensenville or made subject to all the rules of the agreement nor can we agree that it is the function of your Honorable Board to render an award having such effect.

This claim is entirely without foundation under the schedule rules and we respectfully request that it be denied.

All data contained herein has been presented to the employees.

(EXHIBITS NOT REPRODUCED)

OPINION OF BOARD: On May 2, 1955 the headquarters of the General Foreman (Store Department) position at Bensenville was moved to Western Avenue. Both of these locations are in the Chicago Terminal Store Department Seniority District. In late September and early October 1955 the Western Avenue Coach Yard Storeroom was moved to and consolidated with the Western Avenue Roundhouse Storeroom. The Local Storekeeper at the Coach Yard, who held Position 217, was moved to the new location at that time. In April 1956 the incumbent of Position 217 exercised his seniority in another seniority district, whereupon Position 217 was abolished Local Storekeeper Position 216, which has been assigned to the Roundhouse Storeroom since prior to October 1955, was continued in effect and the incumbent thereof was given

supervisory responsibility over the consolidated store facilities at Western Avenue.

The Organization contends, however, that certain of the supervisory duties which formerly had been handled by the incumbents of the two Local Storekeeper positions were transferred to the Store Department General Foreman at Western Avenue. It is asserted that this transfer of duties was violative of the Agreement. The Organization also contends the transfer of the General Foreman's headquarters from Bensenville to Western Avenue was a contract violation and requests that said headquarters be moved back to Bensenville. The Carrier denies that any supervisory duties were transferred to the General Foreman but urges that even if such transfer had taken place there would have been no agreement violation. Carrier also denies that the subject change in headquarters of the General Foreman position was barred by the Agreement.

The positions of Local Storekeeper are fully covered by the Agreement. Employees holding the position of General Foreman in the Store Department are also covered by the terms of the Agreement, except with respect to the provisions dealing with promotion, time in which to qualify, bulletining of positions, notice of abolishment of positions and change in starting time.

The evidence discloses that even if certain supervisory duties were transferred from the subject Local Storekeeper positions to the General Foreman, such supervisory duties remained in the same seniority district and continued to be performed by an employe properly authorized to exercise supervisory functions over Store Department operations. Those duties were retained within the scope of the agreement. There is no basis for concluding that the Carrier was barred from transferring the headquarters of the General Foreman from Bensenville to Western Avenue in the first place. The location of this position is specified in the Agreement only as "Chicago".

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 the Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of April 1961.