

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Frank M. Swacker, Referee

PARTIES TO DISPUTE:

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

**THE CHICAGO, ROCK ISLAND AND PACIFIC
RAILWAY COMPANY**

(Frank O. Lowden, James E. Gorman, Joseph B. Fleming, Trustees)

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees on the Chicago, Rock Island and Pacific Railway for the restoration of position of MCB Clerk, rate \$127.00 per month (prior to August 1st, 1937), at Trenton, Missouri, effective July 6th, 1936, and reimbursement of all wage loss suffered by employees in Seniority District No. 14 as a result of discontinuing this position July 6th, 1936."

EMPLOYEES' STATEMENT OF FACTS: "Effective July 6th, 1936, position of MCB Clerk, rate \$127.00 per month, General Car Foreman's Office, Trenton, Mo., was discontinued and the work formerly performed on this position was assigned to the Car Foreman and a carman paid on an hourly rate and covered by the working rules agreement of the Carman's organization. This position was discontinued and the work turned over to the Car Foreman and carman, who are not covered by the Clerks' working rules agreement, without notice to or conference with the representatives of the Clerks' organization. The employees' committee made several requests upon the carrier to make a joint check of the clerical work now being handled by other than clerks in the Car Department at Trenton. The carrier failed to respond to such request and arrange for a joint check."

POSITION OF EMPLOYEES: "Rule 1, Scope, of Agreement between the carrier and the Clerks' Organization revised and effective as of January 1st, 1931, reads, in part, as follows:

'RULE 1. SCOPE. These rules shall govern the hours of service and working conditions of the following employees, subject to the exceptions noted below:

'(1) Clerks.

- (a) Clerical Workers.**
- (b) Machine Operators (such as typewriters and calculating machines).'**

"Section (j) of Rule 1 (Scope) reads as follows:

"The title of positions now within the scope of this schedule will not be changed for the purpose of removing such positions from appli-

each class of work was entirely eliminated, it was reduced in volume to such an extent that there was not sufficient clerical work to warrant maintenance of a clerical position.

"The employes have contended that the provisions of Rule 1, Section (j) and Rules 66 and 69 were not complied with when this position was abolished. These rules are before your Board, and we will not burden the record by quoting them, but we are thoroughly convinced that no one can find in those rules any language which gives the employes or your Board a right to say to the Carrier that it must establish or retain clerical positions when there is not sufficient work to warrant the continuance of such a position.

"The claim of the employes should be declined because it is not supported by the contract and there is not sufficient work at Trenton to warrant such a position being maintained."

OPINION OF BOARD: This is another of the series of cases referred to in Award No. 607. The record in this case indicates that the carrier discontinued the position of M. C. B. Clerk and assigned a substantial portion of the duties thereof to the Car Foreman and a carman, employes not within the scope of the current agreement. In doing this the carrier violated the Scope and Seniority Rules.

The carrier also violated Rule 69 and Joint Interpretation thereof in that upon abolishing the position the remaining duties were reassigned to other positions without conference with the representative of the employes.

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 the carrier violated the Scope and Seniority Rules and Rule 69 and Joint Interpretation to the latter of June 21, 1933.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 29th day of April, 1938.