

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

THE KANSAS CITY SOUTHERN RAILWAY CO.

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

"(a) The Carrier has violated and continues to violate the current agreement when it permits and requires storehelper holding seniority rights on Class 2 roster of Store Department to perform clerical work covered by Class 1 seniority roster of Mechanical Department, at East Kansas City roundhouse.

"(b) The Carrier has violated and continues to violate the current agreement when it permits and requires clerk holding seniority rights on Mechanical Department roster to perform work belonging to employees carried on the Store Department roster, at East Kansas City roundhouse.

"(c) That the Carrier shall now be required to restore clerical work of the Mechanical Department to employees covered by Class 1 Mechanical Department Roster and to restore to employees covered by Class 2 Store Department roster the work of that Department now being performed by employees covered by roster of the Mechanical Department; also to compensate employees for all wage losses suffered as the result of Carrier's violation of our agreement, retroactive to February 4, 1939."

EMPLOYEES' STATEMENT OF FACTS: "East Kansas City roundhouse is a part of the terminal facilities of the Carrier in Kansas City, Mo.

"The clerical employees engaged in the operation of the roundhouse are carried on a distinct seniority roster, as provided for in Rule 5 of the current agreement.

"The Storekeeper and employees engaged in the operation of the storeroom are carried on a distinct seniority roster, as provided for in Rule 5 of the current agreement.

"The roundhouse clerk on duty from 4:00 P. M. to midnight is required to attend to the storeroom and to issue all material needed during his tour of duty, there being no storehelper on duty during this time. He spends an average of about (3) three hours daily issuing material.

"The storehelper on duty from midnight to 8 A. M. stays in roundhouse foreman's office when not issuing material from storehouse. He calls crews, copies work slips, answers telephones, calls the roundhouse foreman into the office when he is wanted, and does any other clerical work he finds time to do. Carrier admits he devotes about 3½ hours daily to various kinds of Mechanical Department clerical work.

"It should be clearly apparent to anyone that practices in effect over such periods of time are legitimate practices and should not be set aside arbitrarily by an Adjustment Board when there is no direct and clearcut rule prohibiting such practices.

"Clerical seniority districts were established under Rule 5 not for the purpose of limiting the carrier in its right to assign work to individuals in a manner that would increase efficiency and promote economy, but for the purpose of defining the limitations of the exercise of seniority rights by such employes. Any other interpretation of Rule 5 completely changes the meaning of the rule as clearly understood by all concerned over the many years such a rule has been in effect."

OPINION OF BOARD: It is the opinion of the Board that the carrier was not free to remove the work involved in this case from the confines of one seniority district and assign it to employes, although covered by the same agreement, in another seniority district, as was done in this particular case. It is not the intention to modify to any extent Rules 20, 21, and 22, which are not here involved. The award is limited in application to the facts and circumstances of this case.

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 effective ten days from the date of this award, such work as is available shall be performed by the employes of the seniority district on which the work is to be performed, as per Rules 3 and 5. Claim for compensation for period prior to ten days from date of this award, is denied.

AWARD

Claim disposed of and sustained to the extent indicated in the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 11th day of October, 1939.