

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

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 Employes, on the Chicago, Rock Island and Pacific Railway, under provisions of Rules 66 and 69, for the reinstatement of position of Assistant Chief Clerk, rate \$285.20 per month, in the office of Superintendent Transportation, Chicago, Ill., and for reimbursement for all monetary loss sustained by employes, retroactive to August 1st, 1939, the date this position was discontinued."

EMPLOYEES' STATEMENT OF FACTS: "Effective August 1st, 1939, position of Assistant Chief Clerk, rate \$285.20 per month, in the office of Superintendent Transportation, Chicago, Ill., became vacant. This vacancy was not bulletined as provided in Rule 8 of existing Agreement.

"The employes' representative was advised under date of August 28, 1939, that the carrier did not intend to bulletin this vacancy inasmuch as the position had been discontinued and the work and responsibility formerly assigned to the position of Assistant Chief Clerk had been distributed to existing positions. No adjustments in rates of pay were made on any of the positions to which the additional duties were assigned.

"The position of Assistant Chief Clerk was abolished during the period conferences between the carrier and employes' representative were in progress.

"The rate of \$285.20 assigned to the position of Assistant Chief Clerk is the highest rate in this office assigned to any position coming within the scope of the Clerks' Working Rules Agreement.

"The carrier did not furnish employes' representative a statement or information as to disposition of the work from this position to other positions in the office.

"The carrier admits their failure to furnish such a statement is a violation of the provisions of Rule 69 and interpretations thereof."

POSITION OF EMPLOYES: "The employes contend the carrier violated the provisions of Rules 66 and 69 and also interpretations thereof when they discontinued the position of Assistant Chief Clerk, rate \$285.20 per month, in the office of Superintendent of Transportation.

"3. The Carrier agreed to some of the conditions and indicated willingness to include the position of Chief Red Ball Clerk within the scope of the Clerks' agreement and adjust the salary and also to establish a new position of stenographer-Clerk. The Carrier's only remaining liability as of August 1, 1939, under the Clerk's agreement, was to give consideration to a wage adjustment. The wage adjustment suggested by the employees for the six positions listed in the employee's letter of July 25, 1939 had no foundation and was denied.

"The claim for the reinstatement of position of Assistant Chief Clerk in the office of Superintendent Transportation, Chicago, Illinois, is not supported by the rules and agreed to interpretations of the rules of the current agreement with the Clerk's organization, and should be denied by the Board.

"There are attached copies of the letters passing between the carrier and employees' representatives in this case, designated as Exhibits 'B' to 'P' inclusive."

OPINION OF BOARD: On August 1, 1939 Carrier discontinued position of Assistant Chief Clerk in office of Superintendent of Transportation at Chicago, following which certain duties of the discontinued position were assigned to other employees in that office.

On July 25, 1939 the parties held a conference relative to the proposed discontinuance of the position in question, following which the General Chairman advised the Carrier that the Organization would be willing to go along in turning over full supervision of the office to the Chief Clerk and discontinuing the position of Assistant Chief Clerk if the Carrier was agreeable to certain proposals relating to force and rates of pay.

The record indicates that the parties are not in conflict on the major issues relating to force and that agreement thereupon, covering also the adjustment of certain rates of pay, effective August 1, 1939, appears susceptible of agreement between the parties. In view of this situation, the Board feels it will be to the mutual interest of the parties to remand this dispute for negotiation and disposition on the property.

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 dispute will be remanded to the parties for negotiation.

AWARD

Case is remanded in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 14th day of February, 1941.