

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Edward M. Sharpe, Referee

PARTIES TO DISPUTE:

THE AMERICAN RAILWAY SUPERVISORS'
ASSOCIATION, INC.

THE CHICAGO AND NORTH WESTERN RAILWAY
COMPANY

(Charles M. Thomson, Trustee)

STATEMENT OF CLAIM: Claim of the System Appeals Committee and request that:

1. The carrier has violated and continues to violate the agreement by abolishing the position of Assistant Storekeeper at Huron, South Dakota, on Jan. 15, 1938, and assigned the supervisory duties connected therewith to other employes outside the scope of the agreement; and

2. That the carrier shall be required by appropriate award and order to restore said supervisory duties of the class to an assistant storekeeper or local storekeeper position within the scope and operation of the effective agreement; and

3. That employes adversely affected by the carrier's arbitrary action shall be reimbursed for all wage losses sustained retroactive to January 15, 1938.

There is in evidence a collective agreement between the parties bearing effective dates of August 1, 1936, January 1, 1939 and January 1, 1941.

EMPLOYES' STATEMENT OF FACTS: There is an effective agreement in existence between the parties, said agreement is dated and last amended effective January 1, 1941, and the claim herein presented arises out of and is based upon the provisions of the Scope Rule No. 1 (a), and the terminating clause Rule No. 19.

For the purpose of this particular dispute we hereby stipulate the exact wording of the Rules that it is contended are applicable to the action of the carrier abolishing positions arbitrarily, and removing the work from the scope and operation of the extant agreement:

"SCOPE

1. These rules, amended effective January 1, 1941, will govern working conditions of the following classes of supervisory employes on the Chicago and North Western Railway:

(a) Store Department:

1. Local storekeepers
 2. Assistant storekeepers,
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took up 75% of his assigned hours would have been in violation of our agreement with the clerks' organization. Therefore, the request as submitted to the Board in this case cannot be properly sustained.

OPINION OF BOARD: The controlling facts in this case are not in dispute. It is shown that the position of assistant storekeeper at Huron, S. D. was placed within the applicable agreement on August 1, 1936; that it was discontinued on January 15, 1938; that the supervisory duties were thereupon removed from the scope and operation of the agreement and assigned to the store foreman and the division storekeeper, the former position being excepted from the scope of the Clerks' Agreement, and the latter not within the purview of the agreement applicable here.

It is admitted that 75 per cent of the former duties of the position were clerical and that at least 25 per cent of the duties were supervisory.

It is the position of Carrier that Huron, S. D. is a division point where the Carrier maintains a storehouse under the direct charge and supervision of a division storekeeper. Prior to January 15, 1938, the volume of material and supplies consumed at Huron was of sufficient quantity to justify the employment of an assistant storekeeper to assist the division storekeeper. However, as the result of transferring work from Huron to other points on the railway and other consolidations, the reasons for which are fully explained in Docket CL-1808, Award 1729 the Store Department requirements at Huron were reduced to the extent the division storekeeper was able to perform all of the required duties, and the position of assistant storekeeper was abolished, it being no longer needed.

It is the position of the Employes that it was a violation of the agreement to transfer any part of the supervisory duties to employes not covered by the agreement.

The principle involved in this case is the same as in Award 1729, Docket CL-1808, Award 1730, Docket CL-1809, and Award 1731, Docket CL-1810, and the awards in those cases are reaffirmed. There was a violation of the agreement.

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 applicable agreement as claimed by the Petitioner.

AWARD

Claim (1, 2, and 3) sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 27th day of February, 1942.

Dissent to Award 1732, Docket CL-1811

The error of this award arises from failure to acknowledge the right of the Carrier to have supervisory and other employes, covered or not covered by agreements, assume the performance of work incident to their positions.

/s/ C. P. Dugan
/s/ R. F. Ray
/s/ C. C. Cook
/s/ A. H. Jones
/s/ R. H. Allison