

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 Local Storekeeper Position at West Chicago, Illinois, in May, 1940, and the Local Storekeeper Position at 40th Street, Chicago, Illinois, on March 22, 1940, and Assistant Storekeeper Position at South Pekin, Illinois, on September 1, 1939, and assigned the supervisory duties connected therewith to another employe 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 local storekeepers and assistant storekeeper positions 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 dates of abolition of the affected positions.

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

EMPLOYEES' 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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This force has been reduced to the extent that two positions of a class coming within the scope of clerks' agreement, viz., a stock clerk and an order filler, take care of all of the store department requirements at South Pekin.

**40th Street:** Prior to March 22, 1940, at which time position was discontinued, local storekeeper was assigned at 40th Street. The incumbent of this position performed service in connection with taking stock, ordering material and writing up various store department reports. The car department force, for whose needs stock of materials was maintained at 40th Street, was reduced to 10 men with a reduction in materials used, and continuation of a store department representative was no longer warranted and the position of local storekeeper at that point was discontinued. The small amount of clerical work in connection with material stock at 40th Street is handled in the office of division storekeeper at Chicago Avenue, who has jurisdiction over 40th Street material yard.

**POSITION OF CARRIER:** It is the position of the railway company that the establishment of supervisory positions of a class coming within the scope of supervisors' agreement as well as the continuance of such positions are matters that must be determined on the basis of the requirements of the service and that there are no schedule rules or agreements that require the railway company to maintain such positions solely for the purpose of furnishing employment to men holding seniority under provisions of agreement between the railway company and the supervisors' association after the service requirements of such positions have been eliminated or reduced to the point where their retention is no longer justified.

The employees in notice of October 23, 1941 advising the Third Division, National Railroad Adjustment Board, of their intention to make ex parte submission to the Board on this case, state the Scope Rule 1 (a) and last paragraph, supervisors' agreement, were violated when positions of local storekeeper at West Chicago, local storekeeper at 40th Street, and assistant storekeeper at South Pekin, were abolished. Rule 1 (a) lists the class of positions in store department coming within the scope of supervisors' agreement. The last paragraph, supervisors' agreement, refers to changes in the provisions of the agreement. The provisions of rules 1 (a) and last paragraph, supervisors' agreement, are not involved in this case. The railway company concedes that positions of local storekeepers and assistant storekeepers are of a class coming within the scope of supervisors' agreement, and at points such positions are maintained as a result of service requirements the incumbents are compensated under provisions of rules in that agreement. Further, the abolishment of positions of local storekeepers at West Chicago and 40th Street and assistant storekeeper at South Pekin did not involve amendment, revision or annulment of any rules in supervisors' agreement.

It is the position of the railway company that the discontinuance of positions of local storekeepers at West Chicago and 40th Street and assistant storekeeper at South Pekin in circumstances outlined above was not in violation of the provisions of any schedule rule or agreement with the supervisors' association, and that the claim as submitted to the Board in this case cannot properly be sustained.

**OPINION OF BOARD:** The facts in this case show that the local storekeeper at 40th Street, Chicago, was discontinued March 22, 1940; the assistant storekeeper at South Pekin was discontinued September 1, 1939, and the local storekeeper at West Chicago was discontinued in May 1940.

The reason for such discontinuances is shown in the position of the Carrier as follows: For sometime this Carrier has been engaged in centralizing its motive power and car maintenance and construction work at certain predetermined major points, which of necessity brought about reorganization and consolidation of its material and supplies at like major points. This consolidation of the stores department practically eliminated the necessity

for the continuance of these numerous local or sub-storehouses, which theretofore had been established as a convenience in the distribution of material and supplies adjacent to point of consumption.

With the discontinuance of the major portion of the maintenance and construction work at the locations which drew on these local stores for material and supplies as needed, it can be readily appreciated that the need for the continuance of such local or sub-stores on the basis theretofore maintained no longer existed. The result was a reduction in the stores department personnel at such points.

West Chicago: Prior to May 15, 1940, the Carrier maintained a sub-storehouse at this point. For the reasons explained above, on and after that date this sub-store was practically abolished, and the position of local storekeeper being no longer needed was abolished.

While it is admitted that some little work continues to be performed at this point in the mechanical department, however, the mechanical department employes handle whatever material is needed in their work, which consumes approximately one hour per day, and a material handler, a position covered by the Clerks' Agreement, goes to West Chicago on an average of three days per month to unload such materials as are shipped there and to order such materials as may be needed to replenish the stock.

40th Street, Chicago: Prior to March 22, 1940, a sub-store was maintained at 40th Street, Chicago. The incumbent of the position performed service in connection with taking stock and issuing same, ordering and maintaining stock of material on hand for use, and writing up various store department reports. The car department force, for whose needs this sub-storehouse was maintained, was reduced to 10 car repairmen. Naturally, this had the effect of greatly reducing the material and supplies consumed at that point, with the result that the position of local storekeeper was no longer needed and same was abolished. The small amount of clerical work in connection with the material stock at 40th Street, Chicago, is now handled by the clerical force, covered by the Clerks' Agreement, located in the office of the division storekeeper at Chicago Avenue, who has jurisdiction over the material yard at 40th Street.

South Pekin: The Carrier closed down its activities in the mechanical department at South Pekin, resulting in a great reduction in the material and supplies formerly required be maintained at that point to carry on the mechanical work. At the same time the Carrier transferred from South Pekin to its major stores at Proviso the greater portion of the stock of grain doors, ties, and bridge and building material.

It is shown that upon the discontinuance of the position of local storekeeper at West Chicago at least one hour per day of work was removed from the agreement and assigned to an employe not covered by the applicable agreement; that when the position of local storekeeper at 40th Street, Chicago, was discontinued at least 1½ hours' work were removed from the applicable agreement and assigned to an employe covered by another agreement; and that when the position of assistant storekeeper at South Pekin was discontinued, the supervisory duties were assigned to the division storekeeper at Proviso, an employe not covered by the applicable agreement.

The principle involved in this case is controlled by Award 1729, Docket CL-1808. It is established that the Carrier violated 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 contended 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 1738, Docket CL-1817**

The error of this award arises from failure to acknowledge the right of the Carrier to have supervisory and other employees, 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