

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

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

**CHICAGO, SOUTH SHORE AND SOUTH BEND
RAILROAD COMPANY**

STATEMENT OF CLAIM: "Claim of employees for restoration of two positions of Freight-Ticket Clerks, at Hegewisch, Ill., and for reimbursement of all wage losses suffered by the regular assigned incumbents thereof, or employees entitled thereto, retroactive to March 26, 1936, resulting from violation of Clerks' Agreement by actions of the Company in discontinuing such positions and contracting the duties thereof to a non-employee."

STATEMENT OF FACTS: The employees state the facts to be:

"Prior to March 26, 1936, the Carrier maintained two clerical positions in its station at Hegewisch, Ill., which were classified as 'Freight & Ticket Clerks' and rated at \$4.41 per day, under working and wage agreements between the Carrier and the Brotherhood.

"The assigned hours of duty on the first trick position were from 6:15 A. M. to 3:35 P. M., and on the second trick position from 3:35 P. M. to 12:35 A. M.

"The ordinary and general duties assigned to and required of the incumbents of these two positions were:

"(1). Selling Tickets; giving information to patrons, and other duties that are generally connected with the positions of Ticket Clerks.

"(2). Rendering all reports and accounts, including the handling of cash necessary to the operation of the Ticket Office.

"(3). Receiving, delivering, loading, unloading and checking baggage, including rendition of all reports and accounts connected with baggage work. Handling all work connected with the checking of parcels.

"(4). Turning off lights and crossing bells for Street crossings at 8:00 P. M. and turning same on at 6:15 A. M.

"(5). Making check of cars in Yards and on tracks and furnishing reports of same to Agent.

"(6). Render all billing of freight shipped and reports connected therewith.

"(7). Preparing information and rendering 'Passing Report.'

"(8). Transmit instructions from Chief Dispatcher to Train Crews regarding 'pick up,' 'set out' and 'spotting' of cars and location and movement of empty cars.

a warehouse job at the Hammond, Indiana, freight station at the rate of \$4.50 per day of eight hours.

"Claimant insists that to discontinue the positions at Hegewisch and contract with the person operating the concession in the Hegewisch station to sell the passenger tickets on commission, was a violation of the Clerks' Agreement.

"The only agreement existing is one dated June 11, 1934, and Supplement No. 1 thereto dated December 11, 1935, made between the Chicago, South Shore and South Bend Railroad and the Claimant. The agreement and supplement, herein called 'Clerks' Agreement,' are made a part hereof. There is nothing in the Clerks' Agreement on the subject matter of this dispute. No provision of the Clerks' Agreement was violated and none could have been violated because there is no provision in the contract on the subject matter of this dispute. The parties to the dispute, namely, the employees who were the incumbents of the positions of Freight and Ticket Clerks at Hegewisch, Illinois, are not parties to this proceeding and they are necessary parties if their rights are to be determined or affected."

OPINION OF BOARD: The evidence shows that on February 14, 1936, the Interstate Commerce Commission, in its Docket No. 8, found that the carrier here involved is subject to the provisions of the Railway Labor Act, as amended June 21, 1934. Therefore, this Division of the Adjustment Board has jurisdiction over the dispute.

Evidence also shows that the carrier transferred its freight work from Hegewisch to East Chicago on March 26, 1936, and effective with this change contracted with an outsider to sell tickets and perform certain station work at Hegewisch passenger station on a commission basis.

The right of the carrier to abolish positions or to consolidate work or positions is not in dispute. The question here for decision concerns the right of the carrier to contract said work to an outsider, one not an employee. In the opinion of the Board, the action of the carrier in this case constituted a violation of the agreement. The record indicates, however, that no employee suffered wage loss as a result of the carrier's action.

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;

That the contracting of work at Hegewisch passenger station, of which complaint is made, constitute a violation of the agreement; and

That no employee suffered wage loss as a result of the carrier's action.

AWARD

If the carrier elects to have the work involved herein performed at Hegewisch station, such work shall be performed by employees covered by the agreement.

Claim for reimbursement of wage losses is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 30th day of September, 1937.