

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Ernest M. Tipton, Referee

PARTIES TO DISPUTE:

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

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

(1) That carrier violated the provisions of Clerks' Agreement when it arbitrarily removed work occurring within the St. Louis Division seniority roster heretofore performed by employees on that roster and transferred such work to the East St. Louis Terminal Roster, and (2) That such work shall now be restored to the St. Louis Division roster and employee W. H. Carroll and/or other employees affected paid for wage loss suffered beginning with August 26, 1940.

JOINT STATEMENT OF FACTS: New Athens, Illinois, is located on the carrier's "St. Louis" operating division. East St. Louis, Illinois, is located on the carrier's "East St. Louis Terminal" operating division. There are separate seniority rosters covering clerical employees employed at the two points.

The principal commodity handled out of New Athens is stoves. When business justified a clerical position was maintained at the New Athens station. During the last few years a clerical position had been established during the fall and remained on until the spring. During the time the position was not worked the Agent performed the necessary incidental clerical work.

In August 1940 the carrier inaugurated a system whereby carload shipments of stoves were slip billed to East St. Louis where they broke bulk and were reloaded to various destinations by the East St. Louis freight house employees. The slip billing out of New Athens was handled by the Agent at that point and necessary billing and incidental clerical work at East St. Louis was handled by the clerks employed at that point. The seasonal position of clerk, which had been established at New Athens in previous years, was not established in the fall of 1940.

CARRIER'S STATEMENT OF ADDITIONAL FACTS: In August 1940, we inaugurated the system whereby carload shipments of stoves were slip billed from New Athens to East St. Louis. There was no change made in the physical handling of the stoves. The only change made was in the incidental clerical work attached thereto. Immediately prior to August 1940, the agent at New Athens billed, rated, routed, made necessary collections, and performed all the necessary accounting work incidental to the stove shipments. In August 1940 when the stove shipments increased to such extent the agent could not handle all of the work and the volume of that work did not justify a full-time clerical position, the stove shipments were then slip billed to East St. Louis and the East St. Louis clerks were assigned the rating, routing, and

OPINION OF BOARD: The facts in this claim are not in dispute, briefly they are as follows:

New Athens is located on the St. Louis Division and East St. Louis is located in East St. Louis Terminal. Separate seniority rosters cover the clerical employes at the two points. The principal commodity handled out of New Athens is stoves. For all practical purposes New Athens might be termed a one-man station except when stoves were shipped out of there in the Fall and Winter, when, to relieve the Agent, a clerical position was established prior to 1940.

In August, 1940, the Carrier inaugurated the system of billing carload shipments of stoves from New Athens to East St. Louis, where the cars broke bulk and shipments were reloaded to various destinations. In other words, commencing with the August, 1940, season, the usual clerical position was not established at New Athens, and since then, these stove shipments are sent to East St. Louis under slip billings in carload lots, and the employes in the East St. Louis district now perform the work formerly performed at New Athens. The bills of lading and record portions of these less-than-carload waybills are then returned to New Athens and made a part of the permanent station records at that point.

Rule 4 (a) provides that seniority rights of employes will be confined to their respective seniority rosters. This Board has repeatedly held that positions or work may not arbitrarily be removed from the confines of one seniority district and placed in another, as was here done. See Awards 99, 198, 199, 610, 612, 752, 753, 973, 1403, 1440, 1611, 1612, 1685, 1711, 1808 and 1892.

The Board holds that under the rules as interpreted by the past practices that when the work became so heavy that it could not be performed by the Agent, that instead of farming out this work to the East St. Louis District, the Carrier should have established a clerical position at New Athens, to do this seasonal work.

Neither does the fact that the Carrier handles carload shipments of bananas under slip billing, and have such shipments revenue waybilled in carload lots from common diversion point, have anything to do with this case. Such action would not permit the Carrier to remove the work here in question from the St. Louis seniority district arbitrarily and place it in the East St. Louis district.

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 current agreement as contended by the petitioners.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 10th day of December, 1942.