

Award No. 13686
Docket No. CL-13709

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Lloyd H. Bailer, Referee

PARTIES TO DISPUTE:

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

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5227) that:

(a) Carrier violated the Clerks' Agreement when it abolished Clerical Position No. 401 at Ruston, Louisiana and beginning October 17, 1960 assigned the duties of the abolished position to employees not subject to the rules of the Clerks' Agreement.

(b) Mrs. M. A. Harlan shall now be compensated a day's pay at pro rata rate of \$18.37 for October 17, 1960 and each day thereafter that the violation continues.

EMPLOYEES' STATEMENT OF FACTS: Ruston, Louisiana is located on the Shreveport District of the Illinois Central approximately thirty miles west of Monroe. The RI Railroad also passes through Ruston and the two railroads have interchange facilities at that point.

Prior to February 28, 1958 the passenger station was jointly operated by the IC and RI with the RI employees performing the work attached thereto, and each carrier maintained its own freight station. The IC freight station was located about one and one-half blocks from the passenger station.

Prior to February 28, 1958 the Illinois Central forces and positions were all located in the IC freight station and were as follows:

Agent-Telegrapher	L. F. Cato	7:00 A.M.-3:00 P.M.	Monday-Saturday
Telegrapher	W. H. Griffin	10:00 A.M.-6:00 P.M.	Monday-Friday
Clerk (Mrs.)	M. A. Harlan	8:30 A.M.-5:30 A.M.	Monday-Friday
Porter	W. Cornist	Exact hours unknown	Monday-Friday

The porter performed all the duties of freight handler, janitor and mail and baggage handler. His hours were so arranged that he was on duty when IC passenger trains Nos. 205 and 208 arrived and departed at 10:45 A. M. and 6:52 P. M., respectively.

On February 28, 1958 the Rock Island discontinued its passenger service at Ruston and withdrew its forces from the passenger station. Thereafter

Third Division Award 7322 again involved the identical parties here, and Referee Carter held, in part:

"This dispute arises out of the Carrier's action in consolidating the telegraph office with the ticket office. This is, of course, a management prerogative. Consequently, when the consolidation was effected and it was determined that a reduction of force was necessary, the clerical employees are the first to be cut off under the consistent holdings of this Board, beginning with Award 615. The contention that the telegraphers had no right to perform ticket selling work within the hours of their assignment cannot be sustained.

"....

"It has been held by this Board in many awards that the scope rule of the Agreement does not describe the work within it. It sets forth the *classes of positions to which it applies and the work actually included within its scope is determined by that work which is customarily and traditionally performed on the positions described therein*. Ticket clerks are not named in the scope of the Clerks Agreement. Historically on this Carrier, Clerks and Telegraphers have handled ticket work. The record shows such to have been the case as far back as 1912. It is clearly established that ticket selling is not the exclusive work of the Clerks. It is shown by this record, also, that Clerks and Telegraphers have worked together over the years in handling tickets and each has been assigned to sell tickets in the absence of the other. Under these circumstances, we fail to find any valid reason why a telegrapher cannot sell tickets on his regular assignment, whether or not a clerk is working on the same day on the same shift. The long practice on this Carrier, which permits telegraphers to sell tickets on their regular assignments, justifies the Carrier's action in this present case. Ticket selling is *not* the exclusive work of clerks at Fort Dodge, Iowa, where this claim arose. The claim of Olson is without merit. Awards 5509, 6758, 7111, 7133."

The Carrier submits that it has adhered, in the instant case, to the principles set forth in the above-cited awards. The Carrier, in the interest of economy, simply found it necessary to abolish a position at Ruston. Inasmuch as the services of the telegraphers were required during their respective hours of assignment, the Carrier quite properly abolished the Claimant's clerical position, and assigned the remaining clerical duties to the telegraphers to the extent required to fill out their positions.

In summary then, it has been shown that telegraphers have the right to perform the clerical work in question—selling of tickets, etc.—under the circumstances here, by agreement, by a long standing practice, and by authority of numerous awards of this Board and Special Boards of Adjustment disposing of cases on this property, as well as others, involving the same work, circumstances, rules, and issues. The contention that a clerk should be employed eight hours a day to perform a small amount of work—where the work may be properly assigned to and absorbed by telegraphers whose services are required—is untenable and has no validity under the agreement. The claim is without merit and should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: Prior to February 28, 1958 the subject Carrier

(Illinois Central) and the Rock Island operated at Ruston, Louisiana a joint passenger station which was manned by Rock Island employees. The Carrier also operated a freight station at Ruston, located about one and one-half blocks from the joint passenger station. All of the Illinois Central forces were located at the IC freight station, consisting of the following four positions: Agent-Telegrapher, Operator-Clerk, Clerk and Porter (Laborer). The first two of these positions were covered by Carrier's agreement with the Telegraphers and the remaining two positions were subject to the Clerks' Agreement.

On February 28, 1958 the Rock Island discontinued passenger train service at Ruston. Thereafter the Illinois Central clerical position was assigned to sell tickets and answer passenger inquiries at the passenger station, in addition to certain duties previously performed by the incumbent of that position at the freight station. The scheduled hours of this position continued to be 8:30 A. M. to 5:30 P. M., Monday through Friday.

Effective October 14, 1960 the Carrier abolished the position of Clerk and the remaining duties of that position were assigned to the Agent-Telegrapher and the Operator-Clerk. At about the same time, the selling of tickets and handling of passenger inquiries were moved to the freight station. The subject claim protests the abolishment of the clerical position and the assignment of the remaining duties thereof to the two positions covered by the Telegraphers' Agreement.

It is undisputed that the volume of work has declined at Ruston, and no longer requires two telegraphers and a clerk. The performance of telegraphic duties continues to be required at this location. The Organization nevertheless contends that these duties are insufficient to require two telegraphers, and that they can be handled by the Agent-Operator alone. In effect, it is urged that if a force reduction was to be made, the Carrier should have abolished the Operator-Clerk position instead of the clerical position, with the telegraphic duties being handled solely by the Agent-Operator. The Organization asserts that under the confronting circumstances the Carrier violated the Clerks' Agreement by transferring to the telegraphers the work formerly performed by the Clerk.

At the time this dispute arose the scheduled hours were 7:00 A. M. to 3:00 P. M., Monday through Saturday, for the Agent-Operator; and 10:00 A. M. to 6:00 P. M., Monday through Friday, for the Operator-Clerk. The evidence shows that the Operator-Clerk handled train orders between 3:00 P. M. and 6:00 P. M., when the Agent-Operator was not on duty. Train orders also were handled between 10:00 A. M. and 3:00 P. M., when both of the telegrapher employees were on duty, but not before 10:00 A. M. The Carrier nevertheless states it was not feasible to assign all the telegraphic work to the Agent-Operator, because he was frequently required to leave the office during business hours to make personal contacts with patrons, solicit business, and conduct other business of the Carrier. The Organization denies the Agent-Operator was any longer required to solicit business, and states that he could handle other necessary outside business between the occurrences of telegraphic duties.

The state of this record does not enable us to hold that the Carrier retained an unneeded Operator-Clerk position for the purpose of making it appear the clerical position was surplus. The circumstances were such that retention of the Operator-Clerk position was necessary for the performance of telegraphic duties. We do not understand the Organization to contend

that the Agent-Operator position could have been dispensed with, but in any event it is our view that Carrier was not obligated to abolish this position instead of the Clerk in order to effectuate a force reduction. Finally, we note that both the Agent-Operator and the Operator-Clerk have performed some clerical work for many years. We conclude that the abolishment of the subject clerical position under the confronting circumstances did not constitute violation of the Clerks' Agreement.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 Agreement of the parties was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 25th day of June, 1965.