



Award No. 15550
Docket No. TE-13789

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Illinois Central Railroad, that:

1. The Carrier violated and continues to violate the terms of the Agreement between the parties when on July 11, 1961 it declared abolished the position of Ticket Agent at Jackson, Tennessee, without abolishing the work thereof.
2. The Carrier further violated said Agreement when on July 11, 1961, acting alone, it transferred the work of the Ticket Agent position to the Freight Agent position.
3. The Ticket Agent position at Jackson, Tennessee, shall be returned to the Agreement and the work of said position and the former incumbent thereof shall be returned thereto.
4. Effective as of July 11, 1961, Mr. I. L. Tillman, former Ticket Agent, will be compensated the difference in the rate of pay of the former Ticket Agent position \$554.67, and the rate of the first operator JC Office, Jackson, Tennessee (position displaced by Mr. Tillman), and continuing until such time as the Ticket Agent position is returned to the Agreement.
5. All other employees covered by the Agreement who have been affected as a result of these violations shall be returned to their former positions and compensated for any wage loss and/or expense incurred, retroactive to July 11, 1961.

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties, effective June 1, 1951, as amended and supplemented, is available to your Board and by this reference is made a part hereof. The last printed book of this Agreement was set up on a loose-leaf basis. The Carrier is required to furnish supplements and/or corrections. The supplement or corrected Wage Scale, effective July 1, 1960, furnished by the Carrier, is in-

ployes allegedly affected, because of the abolishment of the fully-covered Ticket Agent position and the assignment of its remaining duties to the partially covered agent's position at the Freight Office. (See Carrier's Exhibit C.) In his declination letter of September 8, 1961, in addition to declining the Tillman claim on its merits, the Superintendent advised the General Chairman that the part of the claim relating to the unnamed claimants was barred by reason of his failure to identify the employees allegedly affected as required by Agreement Rule 27A. (See Carrier's Exhibit D.)

The claim, in the same form, was appealed to the Manager of Personnel, the highest Carrier officer to handle such matters, by the General Chairman on September 18, 1961. (See Carrier's Exhibit E.) On November 8, 1961, the Manager of Personnel declined the claim on its merits, and, in addition, advised that the part of the claim for the unnamed claimants was barred by the provisions of Agreement Rule 27A. (See Carrier's Exhibit F.) Carrier's Exhibit G is the General Chairman's reply to the November 8, 1961, declination letter in which suggestion was made to discuss the claim. Thereafter, conference was held December 1, 1961, and Carrier's previously stated position was affirmed.

The Agreement between the parties, effective June 1, 1951, as revised, is by reference made a part hereof.

(Exhibits not reproduced.)

OPINION OF BOARD: Carrier abolished the position of Ticket Agent at Jackson, Tennessee, on July 11, 1961, and transferred the remaining work to the Freight Agent.

The Brotherhood contends that Carrier acted unilaterally in violation of the Telegraphers' Agreement when it transferred work across seniority lines, and, in effect, reclassified the position of Freight Agent at Jackson. It relies upon Rule 1(b)(1), Rule 5(d), and Rule 36 to support its position.

Carrier asserts that it was justified in abolishing the Ticket Agent position because of decline of business. It denies that it violated the Agreement in assigning the remaining duties to another position which is also covered by the Telegraphers' Agreement.

The Scope Rule, paragraph (a), lists the Freight Agent as one of the employees covered by the Agreement, although paragraph (b)(1) of the Scope states that only certain rules are applicable to the Freight Agent at Jackson, Tennessee. We do not find as is contended by Petitioner that paragraph (b)(1) operates as a restriction on Carrier's right to assign work other than freight business to the Freight Agent position. The Scope Rule is of the general type, which does not grant exclusive rights to certain work to the employees covered. Since the Scope does not specifically limit the work of the Freight Agent to only duties concerning freight business and since the remaining work transferred to him from the abolished Ticket Agent position does not belong exclusively to that position, Carrier properly assigned these duties to the Freight Agent. The transfer of this work did not constitute a reclassification of the Freight Agent position. Our position is in accord with the decisions in Awards 13963 and 14971, which involved the same Agreement, parties, rules and issue.

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 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 Agreement 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 5th day of May 1967.