



**Award No. 18960**  
**Docket No. CL-16577**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Paul C. Dugan, 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 (GL-6041) that:

(a) Carrier violated the Clerks' Agreement at Natchez, Mississippi, when on August 1, 1964, it abolished three regular Clerical Positions and assigned a portion of the remaining duties of one of the abolished Clerical Positions to employees not subject to any rules of the Clerks' Agreement.

(b) Clerk J. C. Odom, be compensated for three hours' pay at the penalty rate of \$3.9056 per hour beginning August 1, 1964, and each subsequent work day thereafter until the work is restored to employees subject to the Clerks' Agreement.

**EMPLOYEES STATEMENT OF FACTS:** Prior to August 1, 1964, the force, all located in the freight station at Natchez, Mississippi, consisted of the following:

|     | <b>POSITION<br/>TITLE</b> | <b>OCCUPANT</b> | <b>HOURS</b>                              | <b>REST DAYS</b> |
|-----|---------------------------|-----------------|-------------------------------------------|------------------|
| 238 | Agent                     | L. E. Rhodes    | 8:00 A. M. to 5:00 P. M.                  | Sunday           |
| 239 | Chief Clerk               | W. T. Miller    | 8:00 A. M. to 5:00 P. M.                  | Sunday           |
| 240 | Cashier                   | E. D. Goza      | 8:00 A. M. to 5:00 P. M.                  | Sat. & Sun.      |
| 592 | Bill-OS&D                 | M. Rushing      | 9:00 A. M. to 6:00 P. M.                  | Sat. & Sun.      |
| 243 | Expense<br>Clk.           | J. Floyd, Jr.   | 4:00 P. M. to 12:00 MN                    | Sat. & Sun.      |
| 570 | Yard Clerk                | J. W. Rhodes    | 12:00 MN to 8:00 A. M.                    | Mon. & Tues.     |
| 244 | WaHse<br>Foreman          | J. Hoggart      | 7:30 A. M. to 4:30 P. M.                  | Sat. & Sun.      |
| 241 | Yard Clk                  | J. C. Odom      | 8:00 A. M. to 5:00 P. M.                  | Sat. & Sun.      |
|     | Ex. Clerk                 | J. M. Rhodes    | Sat. & Sun. on 592<br>Mon. & Tues. on 570 |                  |
| 562 | Telegrapher               | L. W. Wesley    | 6:00 A. M. to 3:00 P. M.                  | Sat. & Sun.      |

clerical positions, one of which belonged to the claimant, at Natchez were abolished. Two to three hours of work from the claimant's abolished job remained at Natchez. The work involved checking industry and yard tracks, compiling the 33 Report, compiling two car reports, assisting in typing the OS&D Reports, compiling a switch list, handling cars on the N&S interchange for the switch crew, and receiving information from various industries.

At Natchez, there have been two employees on the first trick covered by the Transportation-Communication Employees Union Rules Agreement for 25 years—an agent and an operator. The agent's hours are 8:00 A. M. to 5:00 P. M. The operator's hours are 6:00 A. M. to 3:00 P. M. The work detailed in the preceding paragraph was assigned to the operator to fill out his day.

Clerks filed claim contending that Carrier violated the Scope and Seniority Rules of the Schedule Agreement. They relied heavily on the fact that two telegraphers are on the first trick. The Carrier declined the claim on the basis that it was within the Carrier's rights to distribute work from an abolished clerical job to a telegrapher to fill out his tour of duty and that the fact that two telegraphers were on the first trick was of no significance since the agent was out of the office so much and his hours were such that he could not perform wire work. Copies of relevant correspondence are attached as Carrier's Exhibits "A" through "E."

### III. ISSUE

The Union stated in Carrier's Exhibit "A" the basis for the claim and for the issue in the present dispute:

The assignment of clerical duties to the telegrapher was made notwithstanding the fact that the agent in the same office is also a telegrapher. The action constitutes a violation of the Scope, Seniority and other rules of the current Clerks' Agreement.

The Carrier will show that the presence of an operator as well as an agent on the first trick is necessary to the operation and that the clerical work on this property is not reserved exclusively to Clerks.

(Exhibits not reproduced.)

**OPINION OF BOARD:** In Awards 28, 30, 33, 36, 41, and 43 of Special Board of Adjustment No. 170, involving the same parties as involved herein, it was held that the performance of clerical work by telegraphers under conditions similar to those involved in our present docket was not in violation of the Clerks' Agreement. The same conclusion was reached in Third Division Awards 13255 and 13686 also involving the same parties. There is no basis for a different conclusion herein and the claim will be denied.

**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 was not violated.

**AWARD**

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of **THIRD DIVISION**

**ATTEST: E. A. Killeen**  
Executive Secretary

Dated at Chicago, Illinois, this 28th day of January 1972.