

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Hubert Wyckoff, Referee

PARTIES TO DISPUTE:

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 Company, that the Carrier is in violation of the provisions of the existing agreement:

1. When it requires the occupant of the monthly rated position of Car Distributor at Waterloo, Iowa, to assume and perform the duties of the operator at Waterloo, Iowa, an hourly rated employe, on Saturday, in addition to his own duties, an assigned rest day of the operator, beginning with the first Saturday in September 1949, which duties are those normally performed by the operator at Waterloo, assigned hours 8:00 A.M., to 4:00 P.M., Monday through Friday, inclusive, and

2. Beginning with the first Saturday that the violation cited in paragraph 1 was placed in effect and continuing until the violation is corrected, the Carrier shall compensate the senior available extra employe at the straight time rate of the operator's position with a minimum of eight hours, or, if no extra employe is available, then the Carrier shall compensate the employe who occupies the position of operator at Waterloo, Monday through Friday, for eight hours at the time and one-half rate."

EMPLOYEES' STATEMENT OF FACTS: There is an agreement in effect between the parties dated June 1, 1939, amended as to rates of pay on various dates, amended as to rules covering working conditions on various dates, the next previous amended rules being those contained in Memorandum No. 5 signed at Chicago, Illinois, July 18, 1949.

At Waterloo, Iowa, the Organization represents the occupants of positions of:

1. Car distributor—operator—a monthly rated position.
2. 1st trick operator—8 A.M. to 4 P.M.
3. 2nd trick operator—4 P.M. to 12 M.
4. 3rd trick operator 12 M. to 8 A.M.
5. Operator—Clerk.
6. Operator—Clerk.

All positions except the car distributor are hourly rated.

Prior to September 1, 1949, the car distributor operator position at Waterloo had no assigned hours and no assigned rest day.

proper officer, an investigation will be held promptly at the station at which the employe may have a representative of his choice present. If, as result of such investigation there is a difference of opinion, the parties to the investigation shall make a written joint report through the usual channel to the Manager of Personnel."

The NATIONAL TRANSPORTATION POLICY of The Interstate Commerce Act states in part:

"It is hereby declared to be the national transportation policy of the Congress * * * to promote safe, adequate, economical and efficient service and foster sound economic conditions in transportation * * *", and

Section 15a(2) of the Act prescribes in part:

"In the exercise of its power to prescribe just and reasonable rates the Commission shall give due consideration * * * to the need, in the public interest, of adequate and efficient railway transportation service at the lowest cost consistent with the furnishing of such service; and to the need of revenues sufficient to enable the carriers, under honest, economical and efficient management to provide such service", and

In the annual report of the I.C.C. for 1948 the Commission said:

"* * * the railroads should do 'much more' in the fields of increased efficiency and reduction of operating costs. The Commission further said it was aware of 'the many efforts which railroads individually and to some extent collectively are making to increase the efficiency of particular operations,' but it added 'Opportunities of this kind extend from the multitude of minor day to day operations to large scale change in practices which require both careful planning and substantial capital investments. A thorough searching out of better ways of doing this lesser things which constitute a railroad's day's work must be undertaken. Bold experimentation with new devices and methods seems to be required in some instances.'"

In summation it is the position of the Carrier that:

(a) It is not a violation of the existing agreement to combine the duties or work at stations of agents and operators, or employes of the same craft, because of inauguration of the 40-hour work week because all of the makers of the agreement have evidenced it was the intent and purpose in making of these rules that the work covered by the agreement will be combined wherever and whenever possible to insure a forty-hour week to the employes.

(b) It is not a violation of paragraph (e) of Rule 19, Section 1 of the existing agreement in not establishing relief positions where there is not sufficient duties or work to justify it.

(c) It is not a violation of paragraph (b) of Rule 19, Section 3, of the existing agreement to assign monthly rated employes work to fill out their time on the sixth day of their weekly assignment because the agreement provides that such employes may be used on the sixth day of the work week to the extent needed without additional compensation.

(Exhibits not reproduced.)

OPINION OF BOARD: For the reasons stated in Award 5271 the claim is sustained.

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; and

That the Agreement was violated.

AWARD

Claim sustained at the pro rata rate.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 20th day of March, 1951.