

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

PARTIES TO DISPUTE:

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

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: 1. Claim of the Employees that Mr. R. C. Pickering's name and his seniority should be shown on the Kentucky Division consolidated clerical seniority roster.

2. Claim of the Carrier that Mr. R. C. Pickering's name and his seniority should be shown on the Mississippi Division consolidated clerical seniority roster.

JOINT STATEMENT OF FACTS: Mr. R. C. Pickering entered the Carrier's service on September 28, 1904, which is the recognized date of his seniority under the clerks' agreement. Mr. Pickering worked on various clerical positions on Carrier's former Tennessee Division, and on September 21, 1931, he was occupying the schedule position of Assistant Chief Clerk in the office of the Superintendent of the Tennessee Division located at Fulton, Kentucky.

Effective September 21, 1931, the Carrier made various changes in the jurisdictions of operating divisions and terminals (see Joint Exhibit 1) and among other changes abolished the Tennessee Division and added its operating districts to the St. Louis, Kentucky, and Mississippi Divisions. Prior to these changes, Mr. R. C. Pickering's seniority was carried on a roster identified as the "Superintendents' Unit, Tennessee Division." Effective with the abolishment of the Tennessee Division, it was necessary to make some arrangement to define the seniority rights of the employees on the Superintendents' Unit Roster, Tennessee Division, which was to be abolished, and an agreement was entered into between Carrier and Organization officials. Copy of that agreement is attached, identified as Joint Exhibit 2. Pursuant to the provisions of paragraphs 1 and 3 of agreement of October 26, 1931, (Joint Exhibit 2) R. C. Pickering acquired the position of Trainmaster's Clerk (a position then excepted from all rules of the clerks' agreement) at Fulton, Kentucky. Fulton was a terminal at the intersection of two operating districts, the Cairo district extending roughly northwest to southeast between Cairo, Illinois, and Jackson, Tennessee, and the Fulton district extending roughly northeast to southwest between Paducah, Kentucky and Memphis, Tennessee. Both districts (exclusive of terminating points at Cairo, Paducah, Jackson, Tennessee, and Memphis) had been under the supervision of the Superintendent of the Tennessee Division. Upon the abolishment of the Tennessee Division, the Cairo District was added to the Mississippi Division and the Fulton District was added to the Kentucky Division, with supervision

8, attached. When new seniority rosters were issued in January, 1952, in accordance with the provisions of Rule 5 of the current clerks' agreement, Mr. Pickering's name was removed from the Kentucky Division Clerks' seniority roster and was placed on the Mississippi Division Clerks' seniority roster for January, 1952, with his original seniority date, i.e., September 28, 1904, and shown as clerk to the Trainmaster, the position he held since consolidation of the divisions and rosters in 1931. This transfer of Mr. Pickering's name and seniority from the Kentucky Division to the Mississippi Division was accomplished by the Carrier on the premise that his name and seniority belong on the Mississippi Division clerical seniority roster by reason of the agreement dated November 2, 1950, Joint Exhibit 5, particularly paragraph 2 thereof.

The clerical employees on the Mississippi Division registered a protest and requested that R. C. Pickering's name be removed from the Mississippi Division clerical seniority roster, copy attached as Joint Exhibit 9. That request was declined and Mr. Pickering's name has been shown on all subsequent seniority rosters covering the clerical force on the Mississippi Division.

In September 1949, while occupying the position of Trainmaster's Clerk, which was then excepted from the rules of the clerks' agreement, Mr. Pickering bid on the schedule position of Assistant Chief Clerk in the Superintendent's Office at Paducah, Kentucky. Mr. Pickering was the senior applicant and was awarded the position, but instead of transferring to the vacant position, he requested and was granted a leave of absence from that position, with the result that he never actually performed service on the schedule position but continued without interruption on the excepted position of Trainmaster's Clerk. The signatory parties to the clerks' agreement are in accord that in such circumstances an employee filling an excepted position may not simultaneously hold rights to a schedule position, and neither can an employee secure a leave of absence from a fully covered position to fill an excepted position, as this matter is automatically covered by Rule 21 of the effective agreement.

The agreement between the parties effective June 23, 1922, as revised and amended, is by reference made a part of this statement of facts.

POSITION OF EMPLOYEES: Based on the foregoing statement of facts, it is the position of the Employees that the seniority of Mr. R. C. Pickering should be on the Kentucky Division.

POSITION OF CARRIER: Based on the foregoing statement of facts, it is the position of the Carrier that the seniority of Mr. R. C. Pickering should be on the Mississippi Division.

(Exhibits not reproduced.)

OPINION OF BOARD: Based upon all the facts and circumstances of this particular case, the Board is not disposed to disturb the action of the Carrier in granting Claimant R. C. Pickering his original seniority date of September 28, 1904, on the Mississippi Division Clerks' Seniority Roster for January 1952.

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

That both parties to this dispute waived hearing thereon;

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 1, denied. Claim 2 sustained.

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

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 7th day of June, 1956.