

Award No. 11793

Docket No. CL-11703

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Bernard J. Seff, 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 that:

(1) Carrier violated Rules of the Clerks' Agreement at East St. Louis, Illinois, when on April 30, 1958 it abolished Position No. 4P, Chief Clerk to Superintendent, East St. Louis Terminal Division, occupied by Mr. A. J. Rinck and concurrently therewith unilaterally assigned work theretofore attaching Mr. Rinck's position to employees of Carrier occupying positions not included within the Scope Rule of the Clerks' Agreement.

(2) A. J. Rinck be compensated \$3.27 per day representing the difference between what he was paid on position No. 640 (\$18.43 per day) and what he should have been paid on position No. 4P. (\$21.70 per day) on May 1, 1958 and each subsequent date the violation continues.

(3) Mrs. M. Schaeffer be compensated \$.31 per day representing the difference between what she was paid on position No. 636 (\$18.12 per day) and what she should have been paid on position No. 640 (\$18.43 per day) on May 1, 1958 and each subsequent day the violation continues.

(4) Mrs. L. Holdner be compensated \$.28 per day representing the difference between what she was paid on position No. 726 (\$17.84 per day) and what she should have been paid on position No. 636 (\$18.12 per day) on May 1, 1958 and each subsequent day the violation continues.

(5) E. Kramer be compensated \$.45 per day representing the difference between what he was paid on position No. 704 (\$17.87 per day) and what he should have been paid on position No. 654 (\$18.32 per day) on May 1, 1958 and each subsequent day the violation continues.

(6) B. L. Baum be compensated \$.22 per day representing the difference between what he was paid on swing position No. 6 (\$17.65

per day weekly average) and what he should have been paid on position No. 704 (\$17.87 per day) on May 1, 1958 and each subsequent day the violation continues.

(7) Wm. Egan be compensated \$2.32 per day representing the difference between what he was paid on position No. 671 (\$15.33 per day) and what he should have been paid on swing position No. 6 (\$17.65 per day weekly average) on May 1, 1958 and each subsequent day the violation continues.

(8) J. E. Foran be compensated the difference between what he was paid while performing extra work and what he should have been paid on position No. 671 (\$15.33 per day) on May 1, 1958 and each subsequent day the violation continues.

(9) Displaced employees Mrs. M. McAuliff and Miss J. Robertson be compensated for all wage losses sustained on May 1, 1958 and each subsequent day the violation continues.

(10) Furloughed and/or Extra Employees Mrs. G. Cecil, R. R. Heatherly, D. R. Romanic, O. Margosian, J. L. Holshouser, Mrs. K. M. Jones, L. Morris, Mrs. J. M. Mineman, W. T. Birch, P. Sheputis, Jr., F. H. Helm and J. E. Kinter (named in seniority order) be compensated for all wage losses sustained on May 1, 1958 and each subsequent day the violation continues.

NOTE: Reparation to be determined by joint check of Carrier's payroll and other records.

EMPLOYEES' STATEMENT OF FACTS: There are employed at the East St. Louis Terminal, East St. Louis, Illinois, a force of employees who perform the clerical work necessary to the operation of the Terminal coming within the Scope Rule of the Clerks' Agreement effective June 23, 1922 as revised.

Prior to May 1, 1958 Claimant A. J. Rinck was regularly assigned to position No. 4P Chief Clerk to the East St. Louis Terminal Division Superintendent. That part of the duties attaching Rinck's position which are involved in this dispute are set forth as follows:

The major part of former position No. 4P (now designated No. 627P) was the handling and directing the movement and placement of passenger cars (Pullman and Coaches), express, baggage and private cars on passenger trains entering and leaving Union Station, St. Louis, Mo. and Relay Depot, East St. Louis, Illinois. Mr. Rinck usually arrived at the office at about 6.50 A. M. and first thing done was to sort out telegrams and consists of freight and passenger trains which had accumulated since 5:00 P. M. the previous evening. Next he checked the approximate time of arrival of passenger train 16 from the south and train 17 from the north, the diesels from train 16 being assigned to handle train 22 the Green Diamond and the one diesel from train 17 to handle train 101 south. If train 16 was late and expected to arrive at St. Louis one hour or more late, Mr. Rinck would handle with Supervisor Passenger Train Service Butler's office at Chicago to determine if they wanted to use the diesel off train 17 to handle train 22 the Green Diamond to Chicago to avoid delay to that train, and if so, disposition of the diesels off train 16.

After handling with Mr. Butler's office it was then necessary to handle with Mr. Barron, General Car Foreman's Office at East St. Louis station 227

office of the Assistant General Superintendent of Transportation at Houston, to the various seniority districts in which the notifying agents are located, and that the work of notifying the originating agents of the completed diversions is transferred from that office in Seniority District No. 16 to foreign line employees not under the Agreement.

"But it is apparent that in each instance the work of each office where the diversion is ordered and performed is exactly the same as before, except that the telegrams are sent direct instead of through the office of the Assistant General Superintendent of Transportation, and that the work of the latter office in forwarding the notifications is eliminated entirely. In each instance the work of the agent or of the foreign line in that respect was the sending of a telegram directing a diversion or stating that it had been accomplished. A mere change in the name of the addressee did not constitute a change in the work and the only essential difference was the elimination of the middle man's work and not its transfer to others.

"The Organization objects that the records of these particular diversions will no longer be kept at the Houston office and therefore that the work of supplying information in case of claims will no longer be necessary there. But the record shows that upon such claims the information is obtained from all agents and offices concerned. Accordingly, in that respect also the change involves merely the bonafide elimination of work of the Houston office, and not its transfer from one seniority district to another or from the scope of the Agreement to persons not covered by it." (Emphasis theirs.)

In the instant case before the Board, just as in the above case, the work of each office concerned is exactly the same as before, except that they now communicate with each other direct rather than through a middle man, and here, too, the elimination of the middle man's work—relaying information—constitutes a bonafide elimination of work rather than a transfer of work from the scope rule.

The claim is entirely without merit and it should be denied.

All data in this submission have heretofore been made known to the Organization and made a part of the question in dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant, A. J. Rinck, prior to May 1, 1958, was regularly assigned to position No. 4P Chief Clerk to the East St. Louis Terminal Division Superintendent. His duties were varied and included, among others, relaying information between various departments and the St. Louis Passenger Terminal. For many years the Carrier maintained the East St. Louis Terminal Superintendent's office with a force consisting of: Superintendent, Trainmaster, Assistant Trainmaster, Chief Clerk to the Superintendent and five or more Clerks. Claimant was the incumbent of the Chief Clerk's position at the time the claim arose.

Rinck's primary duties consisted of supervising, directing and coordinating work flowing in and out of the Superintendent's office, and handling requests, complaints and problems whenever the Superintendent's personal attention was not required. Effective May 1, 1958, the Carrier abolished the East St. Louis

Terminal Superintendent's office and thereafter all reports were sent directly to the addressee rather than being relayed through the Claimant.

The Petitioner alleges that the Carrier violated the Scope Rule of the Agreement when it abolished Rinck's job and assigned the remaining work to General Foreman Barron and subsequently reassigned some of the work to clerical employes in different seniority districts. The Carrier asserts that when the Superintendent's office was abolished, there was no further need for a Chief Clerk to the Superintendent because its purpose and function ceased to exist. There was no Superintendent to assist, no office force or work to direct and supervise, and no reason to continue the relaying of information through the Superintendent's office. Further the Carrier states the work was not expressly included within the Scope Rule of the Agreement, and had not been exclusively performed by persons covered by the Scope Rule of the Agreement and, therefore, the Organization was not entitled to the exclusive right to perform the work.

It is clear and it is not controverted that the Carrier has the right to abolish jobs when they are no longer necessary. It is also clear that some of the duties previously performed by the Claimant have been abolished by having been eliminated. It is not so clear that all of the duties and responsibilities have been eliminated. Under this reasoning it becomes necessary to ascertain just what duties have been eliminated and what duties remained; if certain duties remained to be performed the next question that remains to be answered is to whom were these duties assigned and was such assignment violative of the Agreement between the parties.

It would appear consistent with good management for the Carrier not to maintain unneeded positions and it is a logical corollary that a Carrier may properly abolish positions in the interest of efficiency and economy and rearrange the remaining work. These principles are supported by Awards Nos. 9806, 5318, 5803, 6856, 7073, 6839, 8537 and 11336 and numerous other Awards. However it is urged by the Brotherhood that while the duties involving the handling of correspondence, supervising the office force and related work disappeared, the four and one-half hours of work concerning the movement of passenger train equipment, special trains and special car movements remained to be performed. Petitioner concludes by commenting that instead of retaining Rinck's position with those duties that remained to be performed supplemented with other work to fill out his eight-hour assignment, the four and one-half hours of work was transferred to General Car Foreman L. R. Barron's and other offices where it was performed by employes not subject to the Clerk's Agreement.

Since the Awards make it clear that a Carrier, in the interests of efficiency and good management, may both abolish unnecessary positions and rearrange the remaining work, the question that must be answered is whether the Carrier's actions in the instant case were arbitrary and in violation of the Scope Rule as claimed by the Petitioner?

The record is barren of proof that the duties of Claimant and those who worked with him were exclusively performed by him and by the class of employes covered by the Scope Rule of the Agreement. Since the Carrier has the right to abolish jobs when they are no longer necessary, and the Petitioner has not sustained its burden of proving a violation of the said Agreement, the claim must 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 Carrier did not violate the Agreement.

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 October 1963.