

Award No. 13255
Docket No. CL-13580

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Levi M. Ball, 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-5183) that:

(a) Carrier violated the Clerks' Agreement in the Yard Office, Palestine, Illinois, on January 4, 1961 and subsequent dates, when it abolished a clerical position and assigned the duties thereof to employees not subject to any rules of the Clerks' Agreement.

(b) L. L. Myers and J. P. Keene, in their seniority order, shall now be paid a day's pay at the pro rata rate of \$18.18 per day for January 4, 1961 and each day thereafter, excluding Thursdays and Fridays, until the violation is discontinued.

(c) W. F. Ash shall now be paid a day's pay at the pro rata rate for January 5 and 6, 1961 and for each Thursday and Friday thereafter until the violation is discontinued.

EMPLOYEES' STATEMENT OF FACTS: Prior to January 3, 1961 the force at Palestine consisted of the following:

POSITION	OCCUPANT	HOURS	ASSIGNMENT
Trainmaster	R. H. Forbes		
General Yardmaster	C. A. Louhrey	7:00 A.M. to 6:00 P.M.	Tues. thru Sat.
Agent-Operator	M. L. McCall	7:00 A.M. to 3:00 P.M.	
Telegraph Operator	G. Judge	3:00 P.M. to 11:00 P.M.	
" "	O. R. Bowers	11:00 P.M. to 7:00 A.M.	
Relief Operator	G. D. Cummings		
Yard Clerk	W. G. Weaver	7:00 P.M. to 3:00 A.M.	Tues. thru Sat.
" "	J. L. Becker	3:00 A.M. to 11:00 A.M.	
Relief Clerk	W. F. Ash		Sat. thru Wed.

within reasonable proximity of the Telegraph Operator's Office, it was properly assigned. (In our judgment the yard is in reasonable proximity)."

The Carrier submits, in conclusion, that it has shown that telegraphers have the right to perform yard checks and other station clerical work, under the circumstances here, by agreement, by a long standing practice, and by authority of a long line of awards of this Board and Special Boards of Adjustment disposing of cases on this property, as well as others, involving the same work, circumstances, rules, and issues. The contention that a clerk should be employed eight hours a day to perform an hour or so of work per day — where the work may be properly assigned to and absorbed by a telegrapher whose services are required — is untenable and has no validity under the agreement.

The claim is without merit and should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: It appears from the record that at Palestine the switching and the yard clerical duties pertaining thereto, are performed between the hours of 7:00 P. M. and 11:00 A. M., which accounts for the hours formerly assigned to two yard clerk positions. Effective with the end of the tour of duty on January 2, 1961, the 3:00 A. M. to 11:00 A. M. yard clerk position was abolished; the duties of the 3:00 A. M. yard clerk position were assigned to the 11:00 P. M. to 7:00 A. M. telegrapher and when the telegrapher went off duty to the agent operator between the hours of 7:00 A. M. and 11:00 A. M. It is claimed by Petitioner that at this station this work belonged exclusively to the Yard Clerk and assigning this work to telegraphers was in violation of the Clerks' Agreement.

It is the contention of the Carrier that due to a reduction in service requirements the 3:00 A. M. yard clerk position at Palestine was not required and it was properly abolished; that yard checking does not accrue exclusively to clerical employees on Carrier's System and may be properly assigned to telegraphers as was done in this case.

Precisely the same issues that have been raised here were presented and resolved by Award No. 41 of Special Adjustment Board No. 170, adopted January 22, 1958, which involved the same parties. That award, in part, held:

"It is the position of the Employees that the removal of the work from the scope and operation of the Clerks' Agreement and its assignment to employees not subject to the terms entitling them to perform it, in the absence of negotiation and agreement, was void and a violation of the Agreement that governs the hours of service and working conditions of the employees.

It is the position of the Carrier that in the interest of efficiency and economy it has the right to abolish clerical positions and assign the remaining work to telegraphers."

* * * * *

"It has been held that where work may properly be assigned to two or more crafts an assignment to one craft does not have

the effect of making it the exclusive work of that craft. See Third Division Awards 7031-7390.

We do not find any specific rule in the Agreement which limits Carrier's right to abolish positions when operating needs require that such be done in the interest of efficiency and economy. We conclude that the Carrier did not violate the Agreement when it abolished the two clerical positions and assigned the remaining work to telegraphers."

Unless that award was palpably erroneous, under the doctrine of *stare decisis*, we are compelled to follow it. In our judgment, Award No. 41 of Special Adjustment Board No. 170 is controlling here.

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 has not been 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 February 1965.