

SPECIAL BOARD OF ADJUSTMENT NO. 170

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES
versus
ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that --

(a) Carrier violated rules of the Clerks' Agreement at Martin, Tennessee, when on October 1, 1954, it unilaterally assigned clerical work theretofore attached to clerical positions to be performed by employees of Carrier occupying positions that are not included within the Scope Rule of its Agreement with the Brotherhood, revised as of February 1, 1954.

(b) F. M. Birchett, W. E. Hornbeak and W. T. Gray, the respective assignees to positions Nos. 86, 88 and the Relief Position which were abolished effective October 1, 1954, and all other clerical employees adversely affected as a result of Carrier assigning clerical work normally attaching to positions Nos. 84, 86 and 87 to outsiders and other employees, be compensated for wage loss sustained retroactive to October 1, 1954, and forward to date the Rules violation is corrected.

(c) That positions No. 86, Rate Clerk, position No. 88, Yard Clerk and the Relief Position be re-established and bulletined to the clerical employees having seniority rights on the Mississippi Division Seniority District.

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

OPINION: Carrier maintains at Martin, Tennessee, joint facilities for handling both Illinois Central and Nashville, Chattanooga and St. Louis freight, passenger and interchange business. The passenger station is located at the intersection of both Carriers approximately three hundred yards north of the freight station.

Prior to October 1, 1954, the Agent and all clerical employees worked at the freight station, and the telegraphers worked at the passenger station. Prior to the above date, F. M. Birchett, a rate clerk, worked 8:00 a.m. to 5:00 p.m., Monday through Friday. W. E. Hornbeak, a yard clerk, worked 7:30 a.m. to 4:30 p.m., Monday through Friday. W. T. Gray, a relief clerk, worked Thursday and Friday. The duties assigned to Birchett were as follows:

- 1) Check freight handled by Carrier's over-the-road trucks.
- 2) Make manifest for freight handled by Carrier's trucks.
- 3) Check freight moved in merchandise cars.
- 4) Make record of all LCL freight loaded in cars and Carrier's trucks.

- 5) Make record of ICL tonnage handled.
- 6) Check rates and apply charges to all inbound and out-bound shipments.
- 7) Make freight bills for all freight received.
- 8) Maintain tariff file.
- 9) Make I.C. abstracts.
- 10) Make O.S. & D. Report.
- 11) Make report of revenue on all shipments delivered to N.C. & St. L.
- 12) Make monthly report to traffic offices.

The duties assigned to Hornbeak were as follows:

- 1) Check Yard for 33 Report (approximately five miles of track).
- 2) Make list of cars in yard for movement.
- 3) Make N.C. & St. L. daily car report.
- 4) Post all car movements.
- 5) Make home route cards on cars delivered to N.C. & St. L. and pin them in waybills.
- 6) Classify type of equipment interchanged (gondola, box, flat, refrigerator, etc.).
- 7) Take over duties of Position No. 84 between 2:00 and 4:00 p.m.
- 8) Check house and team tracks after 4:00 p.m.

The duties assigned to Gray were to substitute for W. Harrison, a train clerk. Effective October 1, 1954, the positions of Birchett and Hornbeak were abolished, and Train Clerks Harrison and Ladd were moved from the freight office to the ticket office. The checking of the yard and the compiling of a certain report formerly assigned to Hornbeak were reassigned to Harrison. The duties involved in cutting the teletype tape were reassigned to telegraphers in the Ticket Office.

It is the position of the Employees that the Carrier violated the rules of the Agreement when it assigned a part of the duties previously rendered by Harrison, a train clerk, Birchett, a rate clerk, and Ladd, a train clerk, to telegraphers; that there was no abolishment of work as work formerly assigned to clerks is now being done by telegraphers.

It is the position of the Carrier that the Scope Rule of the Clerks' Agreement does not reserve exclusively to them the performance of clerical work, and nothing in either the Clerks or Telegraphers' Agreement prohibits the assignment of clerical work to telegraphers.

It appears that effective December 1, 1955, as a result of the introduction of new type office machines, two clerical positions at Martin, Tennessee, occupied by Harrison and Ladd were abolished, and the remaining work was assigned

to an operator-ticket agent and operator clerk which positions are within the Scope of the Telegraphers' Schedule.

In Third Division Award No. 615, Clerks v. Southern Pacific, Referee Swacker stated:

"It not only is proved but is a matter of common knowledge that for many years even before the Clerks' Organization had national recognition and perhaps from the inception of the industry--certainly since the beginning of the Telegraphers' agreements, telegraphers have been required and have had the right to perform clerical duties."

See, also, Award No. 7, Special Board of Adjustment No. 169.

It also appears that the work involved in the dispute herein has heretofore been performed by both telegraphers and clerks and has not been exclusive to either craft.

In Third Division Award 7031 involving a dispute over the allocation of work to different crafts, the Board stated:

". . . Nor is the fact that work at one point is assigned to one craft for a long period of time of controlling importance when it appears that such work was assigned to different crafts at different points within the scope of the agreement. We conclude that the work here in question was not the exclusive work of Clerks on this Carrier."

Employees urge that the Carrier violated the Agreement in that the clerical positions of Harrison and Ladd were moved to the passenger station as this was to "bring work to the telegraphers." We note that both stations, freight and passenger, are the direct supervision of one Carrier representative. In our opinion the consolidating of clerical work in one station was and is the prerogative of the management. See Third Division Award No. 7322.

In Award No. 7322 it was said:

"It (clerical work) is subject to the rule, however, that where the services of a telegrapher are required the latter may perform clerical work to the extent necessary to fill out his time. This has been the rule on this Carrier (the IC) This rule has become so embedded in the holdings of this Board that a departure from it would produce a chaotic condition in the work of this Board."

In view of the above authority we hold that the Agreement was not violated when the Carrier abolished two clerical positions and assigned the remaining

Award No. 30
Docket No. CL-8759

work to telegraphers.

FINDINGS: The Special Board of Adjustment No. 170 after giving to 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 Employee involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act;

That the Special Board of Adjustment No. 170 has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD: Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 170

/s/ Edw. M. Sharpe
Edward M. Sharpe -- Chairman

A. B. Simmons -- Employee Member

/s/ E. H. Hallmann
E. H. Hallmann -- Carrier Member

Chicago, Illinois
January 17, 1958