

SPECIAL BOARD OF ADJUSTMENT NO. 170

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

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

(a) Carrier violated the rules of the Clerks' Agreement at Martin, Tennessee, when on May 23, 1955, it unilaterally assigned clerical work theretofore attached to a clerical position to be performed by an employe of Carrier occupying a position that is not included within the Scope Rule of its Agreement with the Brotherhood, revised as of February 1, 1954.

(b) H. B. Nevil, the senior unassigned clerk and/or his successor, if there be any, be compensated for wage losses sustained representing a day's pay at pro rata rate of Position No. 83 retroactive to May 23, 1955, and forward to date the Rules violation is corrected. (Pro rata rate of position \$15.51 per day.)

(c) That position No. 83, Cashier, be re-established and bulletined to the clerical employes 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 the Illinois Central and Nashville, Chattanooga and St. Louis Railroads' passenger, freight and interchange business. The passenger station is located at the intersection of both Carriers and approximately three hundred yards north of the freight station.

Prior to October 1, 1954, the agent and all clerical employes worked at the freight station and the telegraphers worked at the passenger station. Prior to the above date, W. E. Henry, a cashier, worked 8:00 a.m. to 5:00 p.m., Monday through Friday. Effective October 1, 1954, the rate clerk and the yard clerk positions were abolished, and concurrently two train clerks were moved from the freight station to the passenger station where they shared an office with the telegraphers. The cashier position was made a six-day assignment with relief furnished each Saturday.

The duties assigned to the cashier position were as follows:

1. Handle accounting records for IC and NCStL.
2. Check freight handled by contract drayman.
3. Check freight received in merchandise cars.

4. Check freight received from and delivered to over-the-road trucks.
5. Compile manifest of freight handled by over-the-road trucks.
6. Handle salvage and sales orders.
7. Make remittances for IC and NCStL.
8. Collect charges for all freight received.
9. Handle correspondence concerning accounts for IC and NCStL.
10. Make corrections for over and under charges for IC and NCStL.
11. Make record of LCL freight forwarded by car and truck.
12. Make tonnage record of LCL freight handled.
13. Quote freight rates.
14. Check rates and extend charges on all freight shipments.
15. Make expense bills for all freight received.
16. Maintain tariff file.
17. Make record of revenue on freight delivered to NCStL.
18. Make monthly reports, balances, remittances, etc.

Effective May 23, 1955, the cashier position No. 83 was abolished, and all the duties regularly performed by the occupants thereof, Monday through Saturday, were reassigned to be performed by Agent Harmon.

It is the position of the employee that the Carrier violated the Agreement in that there was no abolishment of work when the Carrier assigned the duties attaching to the position of Cashier to the Agent, an employee of another craft.

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.

In coming to our conclusion on the issue involved in this cause, we have in mind that the freight and passenger offices are under the jurisdiction of one agent and that the work performed by the telegraphers was moved from the freight office to the passenger station. It does not appear that any work was added from other stations.

In Award No. 7 of Special Board of Adjustment No. 169 involving a dispute whereby the Carrier abolished a yard clerk position and assigned the duties to a telegrapher, it was held:

"The fact is known and recognized by railroad men generally that long prior to the organization of the Clerks' Organization and the recognition of it as a national organization, that operators (Telegraphers) have always been given clerical work to the extent of their ability to perform it within their daily assignment, in order to give the operator a reasonable day's work along with the intermittent telegraph duties required of him. That theory was recognized by the Railroad Administration and prior to the time

the organization became national in scope representing the class or craft known as clerks and has been recognized ever since. The fact is that a telegrapher under that concept is more or less a glorified clerk with duties over and beyond the ability of a normal clerk to perform, that is, telegraphy. But the right of the Carrier to assign clerical work to an operator to the extent of his ability to perform it within his daily assignment has always been recognized as the right of carrier and not an imposition upon the clerks as a craft or class."

It is urged by the employee in the case at bar that the clerks have performed the services for a number of years and have thereby established their right to so continue.

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."

We conclude that in the interest of economy the Carrier was within its rights in abolishing the position of cashier and assigning the remaining work to a telegrapher.

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 Employees involved in this dispute are respectively Carrier and Employees 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

E. H. Hallmann

A. B. Simmons -- Employee Member

E. H. Hallmann -- Carrier Member

Chicago, Illinois  
January 17, 1958