

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 the rules of the Clerks' Agreement at Cherokee, Iowa, when on August 5, 1955, it unilaterally assigned clerical work theretofore attached to clerical positions to be performed by employees of the Carrier occupying positions that are not included within the Scope Rule of its Agreement with the Brotherhood, revised as of February 1, 1954.

(b) L. A. Umhoefer, D. H. Sagness and M. A. Wilson, the respective assignees to the Clerk, Warehouse Clerk and Relief Clerk Positions, who were displaced on August 5, 1955, and all other clerical employees adversely affected as a result of Carrier assigning clerical work normally attaching clerical positions to telegrapher employees, be compensated for wage loss sustained retroactive to August 5, 1955, and forward to date the rules violation is corrected.

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

OPINION: This is a dispute that involves the allocation of work at Cherokee, Iowa, between employees covered by the Clerks' Agreement and employees covered by the Telegraphers' Agreement. It appears that the facilities at the above station consist of a passenger station and a freight house located approximately four hundred feet east of the passenger station. The operation of both facilities is under the jurisdiction of the Agent-Yardmaster, who is represented by the Telegraphers' Organization.

It appears that communication service at the above place has for many years been on a seven-day week and twenty-four hours per day. Prior to August 5, 1955, the clerical employees were located at the freight station and the telegraphic employees were located at the passenger station.

On the above date the positions of Clerks Umhoefer, Moses, and Wilson were abolished. The positions assigned to Cashier G. T. Parker and Yard Clerk R. M. Julius were removed from the office in the freight station and established in the ticket office in the passenger station. Mr. Julius' position was changed to work Monday through Friday and assigned to work two hours at punitive rate for the purpose of checking cars in the yard, write the initials and numbers of the cars and compile the 33 Report of cars on hand for Monday morning demurrage records.

The duties formerly performed by Umhoefer, Moses, and Parker were

transferred to other employees.

It is the position of the Employees that the Carrier violated the rules of the agreement that govern the hours of service and working conditions of the employees in that the Carrier assigned a part of the duties attaching to the position of Clerk, Cashier, and Yard Clerk occupied by Umhoefer, Parker, and Moses to telegraphers, who are employees covered by the Telegraphers' Agreement by the expedient of transferring the clerical employees with their positions from the freight office to the passenger station in order to share the clerical work with the telegraphers, that there was no abolishment of work, and that the work here involved has historically been exclusively performed by the clerical employees at Cherokee and, therefore, becomes subject to the scope and operation of the Clerks' Agreement.

It is the position of the Carrier that the Scope Rule does not specify the work that falls within the agreement; that telegraphers may be assigned clerical work to fill out their time; and that the result of Carrier's action in consolidating the forces and the rearrangement of duties was the prerogative of management in the interests of economy.

It is an accepted rule that the Clerks' Agreement does not necessarily encompass all clerical work performed in the service of the Carrier, nor is there any rule in the agreement that gives the Clerks the exclusive right to all clerical work or which restricts the right of telegraphers to perform such work. See Award 5331 and Award 615. It has also been held that the Carrier is not required to employ a greater force than is necessary in the efficient handling of its business, see Awards 4446, 5458, and 6178 of Third Division. It also appears that the business of the Carrier has lessened during the past few years, necessitating a reorganization of the forces employed at the freight house and the passenger station. The reorganization or consolidation of the personnel of the freight house with the personnel of the passenger station under the facts shown in this case is a managerial prerogative.

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 No. 36  
Docket No. CL-8983

AWARD: Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 170

Edward M. Sharpe  
Edward M. Sharpe -- Chairman

A. B. Simmons -- Employee Member

E. H. Hallmann  
E. H. Hallmann -- Carrier Member

Chicago, Illinois  
January 28, 1953