

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 rules of the Clerks' Agreement at the Freight Station, Memphis, Tennessee, when on July 11, 1955, it refused to grant Chief Outbound Clerk C. H. Stroh displacement rights to position No. 371 occupied by Piecework Claim Clerk Mary Evason.

(b) C. H. Stroh be compensated an additional day's pay at the rate attaching position No. 371 retroactive to July 11, 1955, and forward to date he is permitted to displace on position No. 371.

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

OPINION: Carrier's freight office at Memphis, Tennessee, is located in downtown Memphis. It's main yard for receiving, classifying, and dispatching freight trains into and out of Memphis is Johnston Yard approximately six miles south of the freight office. Certain clerical duties in connection with the movement of cars within and out of the Memphis Terminal were performed by a group of clerical employees known as the Outbound Department under the supervision of the Freight Agent.

On July 11, 1956, the Carrier moved the position of Chief Outbound Clerk and four other clerical positions to an office in Johnston Yard.

Claimant C. H. Stroh, the Chief Outbound Clerk, was, prior to July 11, 1955, assigned to work in the Outbound Department at the local freight office. On July 5, 1955, Claimant Stroh addressed the following letter to Agent Mueller:

"Please allow me to displace clerk on position #371, now occupied by Mrs. Mary Evason (Mary Jamieson) in accordance with seniority rights, effective July 11, 1955.

"I am making this request due the duties and place of employment having been changed on my position #141. I would not have accepted position #141 had the change been in effect at time I was placed on this position.

"C. H. Stroh"

It is the position of the Employees that Claimant's position was to

all intent and purpose abolished at Memphis and reassigned at Johnston Yard, and that Claimant had the privilege of following his position or exercising displacement rights to a position of his choice which is occupied by a junior employe, and that the transfer of position 141 from Memphis to Johnston Yard could only be accomplished by agreement between the parties.

It is the position of the Carrier that the changes made were to provide faster, more efficient service to fulfill its responsibility to the public; that the position of Chief Clerk, Outbound Department, retained the same identity at Johnston Yard that it had in the freight office prior to July 11, 1955; and that consequently, Claimant had no right to exercise his seniority. It is also the position of the Carrier that it has an inherent and exclusive right to determine where its work will be performed and to establish the duties of positions necessary to do its work.

It is not seriously contended that the removal of this office from downtown Memphis to Johnston Yard is a violation of the agreement.

In Award 7420, Third Division, it was held that the removal of the Auditor of Disbursements seniority district intact from one office building to another 51 blocks away was not a violation of the agreement. It is our opinion, and we so hold, that the physical removal of office equipment is a matter that rests within the sound discretion of management. We find no abuse of discretion upon the part of management in the instant case.

It is strongly urged by the Employes that the duties of Claimant were so greatly changed as to amount to an abolishment of the position thereby giving Claimant the right to exercise displacement rights to the position occupied by Clerk Evason. We recognize that in the industrial world constant changes are being made, and this is no less true in the field of transportation.

Carrier has an inherent right to establish duties of positions necessary to do its work and to make changes in such duties from time to time unless prevented by the Rules of the Agreement.

We are unable to find that the identity of Claimant's position has been materially changed by its removal to Johnston Yard.

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 Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act;

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

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That the Agreement was not violated.

AWARD: Claim denied.

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/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 28, 1958