

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 Gwin, Mississippi, when on June 18, 1955, 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) G. L. Lyon, B. C. Martin, W. H. Hays and H. D. Black, the regular occupants of Position Nos. 320, 321, 323 and the Relief position which were abolished effective June 18, 1955, and all other employees adversely affected as a result of assigning the work normally attached thereto by Agreement to outsiders, be compensated for wage loss sustained retroactive to June 18, 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: Gwin, Mississippi, is a freight operating terminal on the Carrier's main freight line between Memphis, Tennessee, and Jackson, Mississippi. There is no passenger train service through this point. Because of decreased business the Carrier, on June 18, 1955, abolished the last three remaining clerical positions existing at Gwin. It appears that telegraphers have been continuously employed at Gwin since 1905 and that such employment was necessary on a three-shift basis, seven days per week because of train order and communication duties that must be performed. It appears that at the time of the abolishment of the clerical positions G. L. Lyon, B. C. Martin, W. H. Hays, and H. D. Black were the regular occupants of the clerical positions and the relief position. It also appears that during the period of 1931-1941 no clerks were employed at Gwin, and whatever services were rendered were performed by the telegraphers.

It is urged upon the part of the Carrier that notice of hearing of this dispute should be given to the Telegraphers' Organization or dismissed for failure to allow the Telegraphers to be heard in a dispute in which they are involved. We note that the record in this case shows no evidence that the Telegraphers sought intervention. This issue has been disposed of in Award No. 6, Special Board of Adjustment No. 170.

It is the position of the Employees that the Carrier violated the agreement when it unilaterally abolished all clerical positions at Gwin and transferred

all the remaining clerical work including "train and engine crew calling" to telegraphers and student telegraphers. In support of this claim, the Employees assert that on the date the current Clerks' Agreement became effective, June 23, 1922, three "crew calling" positions existed at Gwin, one on each of three consecutive shifts during each 24-hour period, and that because of such fact, the work did not originate as an overflow of work from telegrapher's positions. Employees rely upon Third Division Award 3506 where it was held that "calling crews" does not belong to the category of general clerical work; that it is a limited type of special work, differentiated from general clerical work and is not incidental to services rendered by telegraph operators.

It is the position of the Carrier that telegraphers have a priority in the performance of clerical work; that the work in dispute, including the "calling of train and engine crews" has been traditionally performed by both telegraphers and clerks and is not exclusive to either craft; and that the assignment of clerical work by the Carrier to telegraphers to the extent they are able to perform it within their daily assignments has always been recognized as the right of the Carrier and not an imposition upon the clerks as a craft or class. Carrier also urges that it was the intention of the parties to make the work of "calling train and engine crews" exclusive to clerical employees only in those instances where a sufficient amount of such work existed to warrant the establishment of a clerical position.

Award No. 36, Special Board of Adjustment No. 170, also involved the issue of reduction of forces with telegraphers taking over the remaining work of the clerks, which also included "train and engine crew" calling. We are of the opinion that the issue involved in the case at bar is controlled by Award No. 36. It follows that there was no violation of the agreement.

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/ Edward M. Sharpe
Edward M. Sharpe - Chairman

R. W. Copeland - Employee Member
Chicago, Illinois
June 17, 1958

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