

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 its Agency at Mounds, Illinois, when on January 23, 1956, it assigned clerical work to Mrs. O. E. Pawlisch, an individual having no employe relationship with the Carrier.

(b) J. E. Pierceall be compensated for wage losses sustained representing a day's pay on January 23 and 25, 1956. (Pro rata rate of position \$16.70 per day.)

(c) D. T. Taylor be compensated for wage losses sustained representing a day's pay on January 24, 1956. (Pro rata rate of position \$16.70 per day.)

(d) The senior furloughed Clerk be compensated for wage losses sustained representing a day's pay retroactive to January 26, 1956, and forward to date the violation is corrected.

OPINION: The Carrier maintains an agency at Mounds, Illinois. The sole employe at this location since 1950 has been an Agent-Operator. The present operator of this position is Agent Pawlisch who is paid a monthly salary for services rendered for six days per week. In addition to his monthly salary, he receives a ten per cent commission from the Railway Express Agency for services as Express Agent.

In April, 1956, the General Chairman of the Clerks' Organization appealed a claim to Carrier's Manager of Personnel alleging that Mrs. Pawlisch, wife of the Agent was performing clerical work at the agency station.

The issue involved in this case is whether Mrs. Pawlisch performed any clerical work at the agency other than assisting her husband with his duties as Railway Express Agent.

There is evidence that Mrs. Pawlisch assisted with the loading of LCL shipments received from and delivered to Carrier by over-the-road truck in the wareroom; that she collected freight charges due the Carrier as well as furnishing information to patrons relative to freight traffic matters.

It also appears that Agent Pawlisch is required to perform agency work

at Mound City, a non-agency station three miles distant, and during such absence Mrs. Pawlisch is the only occupant of the agency at Mound City where she is in a position to furnish information to the general public.

We conclude that there is evidence to support the claim that Mrs. Pawlisch assisted her husband in the performance of his railway duties.

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 violated.

AWARD: Parts (a), (b), and (c) of the claim is sustained. Part (d) is denied for the reason that the Claimant is not named.

SPECIAL BOARD OF ADJUSTMENT NO. 170

/s/ Edward M. Sharpe

E. M. Sharpe - Chairman

/s/ R. W. Copeland

R. W. Copeland - Employee Member

/s/ E. H. Hallmann

E. H. Hallmann - Carrier Member

Chicago, Illinois
October 29, 1958