

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 Clerks' Agreement at Holly Springs, Mississippi, when on March 1, 1955, it failed and refused to assign a clerical employee to a position created in the freight station.

(b) All clerical employees adversely affected will be compensated for wage loss suffered representing a day's pay for each day of the work week, Monday through Friday, retroactive to March 1, 1955, and forward to December 12, 1955.

OPINION: This dispute arises out of the claim that the Carrier violated the Clerks' Agreement when on March 1, 1955, it failed and refused to assign a clerical employee to a position created in the freight station. The essential facts necessary to decision are as follows: Holly Springs, Mississippi, has a population of approximately 3,500 and is located on the Jackson District of the Mississippi Division, where Carrier's line crosses the line of the St. Louis and San Francisco Railroad where both lines maintain a freight interchange. Each Carrier maintains separate agencies for the handling of its business, the stations being located approximately two blocks apart. The Carrier provides local freight train service only over its Jackson District each day Monday through Saturday. The southbound local generally passes Holly Springs between 10:00 a.m. and 1:00 p.m., and the northbound local passes between midnight and 3:00 a.m.

Prior to August 31, 1949, the following named positions existed at Holly Springs:

Agent	J. H. Pinston	8 a.m.-5 p.m.	Mon.-Sat.
Telegrapher	G. W. Smith	7 a.m.-3 p.m.	Mon.-Sat.
Clerk	C. N. Sharp	8 a.m.-4 p.m.	Mon.-Sat.
Trucker	Levi Green	8 a.m.-5 p.m.	Mon.-Sat.

At the inception of the forty-hour week on September 1, 1949, the clerical position assigned to Sharp was abolished, and the remaining clerical work to be performed was assigned to the agent and telegrapher. The trucker position occupied by Green was abolished on or about July 1, 1954. Subsequent to August 31, 1949, the telegrapher position had been abolished and reinstated several times in order to meet the demands of the service due to fluctuating seasonal requirements. On the date of the instant claim, the force of employees at Holly Springs were as follows:

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Agent	A. L. Vaughn	8 a.m.- 5 p.m.	Mon.-Sat.
Telegrapher	W. B. Branch	7 a.m.-4 p.m.	Moh.-Fri.

The occupant of the agent position is required to perform service on the position six days per week Monday through Saturday. Compensation therefor is allowed at the pro rata rate due to the fact that the position bears a monthly rate predicated on the premise that the agent's services are required six days per week. The occupant of the telegrapher position is compensated at an hourly rate, based on eight hours' service per day, Monday through Friday.

It is the position of the Employees that the Carrier violated rules of the Agreement when it assigned a telegrapher to a position consisting of eight hours of clerical work, when the telegrapher is needed to perform 15 minutes of telegraphic and train order work each day Monday through Friday, when the agent is on duty during the time the telegraphic and train order work is performed and who performs the work exclusively on Saturday.

It is the position of the Carrier that the submission of this claim being filed by the Organization after April 27, 1956, is untimely under Article V, Section 2, of the August 21, 1954, Agreement.

It appears that the Organization filed notice of intention to file submission preceding the expiration of the time limit, nine months from date the claim was declined on July 27, 1955.

We note that Section C of Article I of the Agreement provides in part as follows:

"\*\*\* All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act."

We are of the opinion that when notice was given on April 11, 1956, to the Board of intent to file an ex parte submission within thirty days thereafter it set in motion the machinery necessary to bring the dispute before the Board and sufficiently complies with the Agreement.

Additional facts helpful in determining the issue involved are as follows. The clerical position was abolished, but the Carrier retained both the agent and telegrapher position, both working the same shift with the agent absorbing the work formerly performed by the clerk. It also appears that the

clerical position required eight hours of work on the premises, and that the telegrapher is required to perform approximately fifteen minutes of telegraphic work during an eight-hour shift.

Many awards have held that in the interest of economy the Carrier may abolish a clerical position and assign the remaining work to a telegrapher, but this rule should not be extended to the point where a full-time clerical position can be abolished and his work assigned to a telegrapher, where in the same office the telegrapher or agent can render such telegraphic duties as the Carrier may require. It follows that paragraph (a) of the claim is sustained, while paragraph (b) is denied.

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 Employee involved in this dispute are respectively Carrier and Employee 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: Claim sustained in part and denied in part.

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/s/ Edward M. Sharpe  
Edward M. Sharpe -- Chairman

/s/ R. W. Copeland  
R. W. Copeland - Employee Member

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

Chicago, Illinois

June 17, 1958