

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 Martin, Tennessee, when on December 1, 1955, it unilaterally assigned 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) W. Harrison, T. C. Ladd, F. M. Birchett, and/or their successors, if there be any, and all other clerical employees adversely affected be compensated for wage losses sustained representing a day's pay at the pro rata rate of Positions Nos. 84 and 87, retroactive to December 1, 1955, and forward to date the Rules violation is corrected. (Pro rata rate of Position No. 84, \$14.93 and No. 87, \$13.94 per day.)

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

OPINION: This claim arises out of the action of the Carrier when on October 1, 1954, the rate clerk position occupied by F. M. Birchett and the yard clerk position occupied by W. E. Hornbeak were abolished and train clerk positions occupied by W. Harrison and T. C. Ladd were removed from the freight station to the ticket office in the passenger station approximately three hundred yards north of the freight station.

The duties assigned to Harrison were as follows:

1. Get lineup of trains (expected arrival time, amount and kind of loading on all trains for interchange).
2. Check house tracks.
3. Compile No. 9 Report (cars ordered for loading and breakdown of cars on hand).
4. Compile No. 16 Report (breakdown of cars received and delivered connecting line).
5. Make interchange record of all cars moving through connection during tour of duty. (Enter each waybill on master interchange sheet as follows: car initial and number, waybill date and number, contents, complete routing, point of origin, destination, shipper, consignee, weight, freight charges and perishable protective instructions.)

6. Check waybills against inbound switch lists.
7. Check diversion file and divert cars when necessary.
8. Stamp all waybills with junction stamps.
9. Compile 722 Reports (outbound I.C. train sheet).
10. Make waybills for empty cars.
11. Keep record of all trains (arrival, departure, delay, delivery to connecting line and time waybills were ready).
12. Make switch lists of cars in outbound trains.
13. Make I.C. forms, 420, 423 and 424, I.C. passing reports.
(This information taken from the master interchange sheet.)
14. Maintain demurrage records, straight and average agreement.
15. Make interchange corrections.
16. Make home route, record for cars to be returned empty to I.C.
17. Wire abstract of loading on NCStL outbound trains.
18. Check cars in yard and compile 33 Report (cars on hand, being loaded or unloaded).
19. Answer telephones and furnish information requested by various officers and employes on both the I.C. and NCStL.
20. Make record of cars passing in J. M. Daly book.

The duties assigned to position No. 87, occupied by Ladd, were as follows:

1. Make NCStL Passing Report. Make 35 mimeograph copies of the report on "ditto" machine, sort and mail to various offices.
2. Make NCStL weekly Loading Report.
3. Get lineup of trains (expected arrival time, amount and kind of loading on all trains for interchange.
4. Make Interchange Record of all cars moving through interchange during tour of duty. (Enter each waybill on master interchange sheet as follows: car initial and number, contents, complete routing, point of origin, destination, shipper, consignee, weight, freight charges and perishable protective instructions.)
5. Check waybills against inbound switch lists.
6. Check diversion file and divert cars when necessary.
7. Stamp all waybills with two junction stamps.
8. Compile 722 Reports (outbound I.C. train sheet).
9. Make waybills for empty cars.
10. Keep record of all trains (arrival, departure, delay, delivery to connecting line and time waybills were ready).
11. Make switch list of cars in outbound trains.
12. Make I.C. Forms 420, 423, and 424 I.C. passing reports.
(This information taken from master interchange report.)

13. Make record of cars passing in J. M. Daly book.
14. Make home route record of cars to be returned empty to I.C.
15. Wire abstract of loading on NCStL outbound trains.
16. Answer telephones and furnish information requested by various officers and employees of both Carriers.

Effective December 1, 1955, position Nos. 84 and 87, occupied by Messrs. Harrison and Ladd and the relief position occupied by Birchett were abolished.

With the abolishment of the above clerical positions, all the work formerly performed by the above mentioned clerks was assigned to the occupants of the telegraphers' positions.

It is the position of the Employees that the removal of the work from the scope and operation of the Clerks' Agreement and its assignment to employees not subject to the terms entitling them to perform it, in the absence of negotiation and agreement, was void and a violation of the Agreement that governs the hours of service and working conditions of the employees.

It is the position of the Carrier that in the interest of efficiency and economy it has the right to abolish clerical positions and assign the remaining work to telegraphers.

As was stated in CL-8850, the freight and passenger offices are under the jurisdiction of one agent, and the work performed by the telegraphers was moved from the freight office to the passenger station.

It has been held that where work may properly be assigned to two or more crafts an assignment to one craft does not have the effect of making it the exclusive work of that craft. See Third Division Awards 7031 - 7390.

We do not find any specific rule in the Agreement which limits Carrier's right to abolish positions when operating needs require that such be done in the interest of efficiency and economy. We conclude that the Carrier did not violate the Agreement when it abolished the two clerical positions and assigned the remaining work to telegraphers.

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

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Docket No. CL-9220

That the Agreement was not violated.

AWARD: Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 170

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

A. B. Simmons -- Employee Member

E. H. Hallmann -- Carrier Member

Chicago, Illinois
January 22, 1958