

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 Bluford, Illinois, when on September 3, 1955, it permitted or required clerical work theretofore attached to a clerical position to be performed by an employe of Carrier occupying a position that is not included within the Scope Rule of its Agreement with the Brotherhood, revised as of February 1, 1954.

(b) H. R. Lewis be compensated a day's pay at the penalty rate on September 3, 1955.

OPINION: Bluford, Illinois, is a yard facility. There is no passenger service through this point. Bluford is an important center for the coal mining districts in southern Illinois and Kentucky. Switching is performed at either end of the Yard, northbound freight trains ordinarily proceed to the north end for breakup and southbound trains are broken up at the south end.

During the year, the Carrier programs various series of freight cars for repairs, and such work is generally performed at the Centralia car shops. The cars scheduled for repairs are tagged with a card marked "Home Shop for Repairs, this car must not be loaded until repaired."

On September 3, 1955, a train of empty coal cars bound for the mines entered Bluford from the north. The General Yardmaster on duty at the time was at the north end of the Yard and noticed that several of the hoppers bore "Home Shop" cards. Such cars did not belong at Bluford and should have been cut out of the train at Champaign.

It is the position of the Carrier that the General Yardmaster proceeded to the yard office to check the switch list of the incoming train and, at the yard office, discovered that the switch list was not marked to show the "Home Shop" cars, and that he then notified the Engine Foreman to have the "Home Shop" cars switched or cut out so they could be put into a northbound train for Champaign and subsequently for Centralia. Carrier urges that the correction on the list, called to the attention of the Engine Foreman by the General Yardmaster was a part of his official duties.

It is the position of the Employes that the General Yardmaster was observed walking the entire length of the train, comparing the numbers on the list with the car numbers, and marking on the list the cars that were tagged "Home Shop," with the numerals "252." Employes urge that the service rendered by the General Yardmaster was work that exclusively belongs to the clerical employes.

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It is well established by previous awards that the Carrier does not have the right to assign clerical work to be performed by employes not having seniority as contemplated in the agreement rules. It also appears that clerical employes were assigned the duties in connection with performing the Yard clerical work such as checking cars since the Bluford Terminal was placed in operation in 1927. It must be assumed that the Carrier accepted and acknowledged these duties as belonging to yard clerks when the agreement was revised in 1954.

There is evidence to support Employes' claim that the numerals "252" were placed opposite 25 car numbers appearing on the list representing that each car so marked was to be switched out and forwarded to Centralia for repairs; that Yardmaster Lee added the numerals to the list and compared the numbers on the list with the car numbers. Such services were an invasion of the seniority rules of the Clerks' 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 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

That the agreement was violated.

AWARD: Claim sustained at the pro rata rate.

SPECIAL BOARD OF ADJUSTMENT NO. 170

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

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

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

Chicago, Illinois

June 17, 1958
(Date)