

Award No. 5
Docket No. CL-7736

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) The Carrier violated the Clerks' Agreement on Saturday, February 20, 1954, when it failed to call the regular assigned clerical employe to perform duties incidental to waybilling two cars of livestock at the Freight Station, Princeton, Kentucky.

(b) W. H. Champion be compensated for wage loss sustained on Saturday, February 20, 1954, representing two hours' pay at the punitive rate; (pro rata rate of position, \$14.48)

OPINION: This claim involves the alleged violation of Rule 1 and Rule 64 when the Carrier unilaterally assigned clerical work covered by the Clerks' Agreement to an employe covered by the Telegraphers' Agreement on February 20, 1954, at Princeton, Kentucky.

It appears that the agent at Princeton, Kentucky, is on a monthly rated position with an assignment of six days per week. On Saturday, February 20, 1954, a local freight train was listed for return to Princeton, Kentucky. The agent was notified that two cars of cattle for delivery at Hopkinsville, Kentucky, were to be fed, watered and rested at Princeton, Kentucky. The cattle were shipped from Texas. Two waybills were prepared by the agent at Princeton to record the feed charges assessed when the cars were halted at Princeton.

It is the position of Employees that the services rendered by the agent was within the Scope of the Clerks' Agreement and belongs to the employe under the Agreement; that there was no regular relief employe assigned to work the position on Saturday and Champion should have been used in lieu of an employe having no rights under the Clerks' Agreement.

It is the position of the Carrier that the agent at Princeton, Kentucky, is not precluded from performing clerical work when conditions justify it and is associated with the operation of the station he is in charge of and that Saturday was a work day for the agent and what he did was within the scope of his duties.

In Award 4492, it was said:

"The head end work on Train 20 is work that can properly be performed by Clerks. It is not, however, exclusively Clerks' work under all circumstances. It is the rule, long adhered to by this Board, that a telegrapher with telegraphic duties to perform may properly perform clerical work which is incidental or in proximity to his telegraphic

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work, in such amount as to fill out the telegrapher's assignment. It is the rule, also, that where the clerical duties become so great that the telegrapher cannot perform them, such excessive clerical work belongs to the Clerks."

In Award No. 615 it is said:

"The Board does not intend in this case in the slightest to impinge upon or limit the principles asserted by the Clerks but it is a mistaken concept that the source of the right to exclusive performance of the work covered by the agreement is to be found in either the scope or seniority rules; they may be searched in vain for a line even implying that they purport to accord to the employees represented the exclusive right to the performance of the work covered by the agreement. The Scope Rules describe the class of work; they do not undertake to specify directly the inclusion of all of such classes of work; the Seniority rules merely control the disposition of the work that is available under the agreement."

FINDINGS: The Special Adjustment Board 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 Adjustment Board No. 170 has jurisdiction over the dispute involved herein; and

That the Carrier has not violated the Agreement.

AWARD: Claim denied.

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

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

A. B. Simmons -- Employee Member

Chicago, Illinois
February 26, 1957