

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 McComb, Mississippi, when on Sunday, September 28, 1952, it unilaterally assigned clerical work theretofore attached to a clerical position to be performed by employees of Carrier occupying positions that are not included within the Scope Rule of its agreement with the Brotherhood, revised as of September 1, 1949.

(b) H. C. White be compensated for wage losses sustained representing two and one-half hours pay at the punitive rate. (Pro rata rate of position \$14.14 per day)

OPINION: There are employed at Carrier's Mechanical Department at McComb, Mississippi, a force of employees who perform the clerical work in connection with the operation of the department, among which is the position of Record Writer, which position is assigned six days per week, 7:00 a.m. to 4:00 p.m., Monday through Saturday. Claimant White is assigned to the regular position. Sunday is unassigned. The Record Writer is required to make a record of repairs made to cars on the repair tracks at McComb. The record required is a listing of parts and materials replaced or used in the repair of foreign cars.

On Sunday, September 28, 1952, Car SRL 4236 arrived at McComb at 5:05 a.m. in train Second CN-3. The car had defective wheels and was placed on the repair track at 7:00 a.m. Two pairs of defective wheels were replaced on the car by two pairs of reconditioned wheels. The record of wheels exchanged was made by Foreman Ethridge. It appears that a memorandum showing repairs made to the car was prepared and given to the Record Writer from which the billing repair cards were written by Claimant who is covered by the agreement. It also appears that Claimant was not called on the Sunday the repairs were made.

It is the position of the Employees that the rule governing work on unassigned days contemplates the establishment of regular relief positions among the same class of employees in the same seniority district to perform rest day relief service on positions where the work of the position must be performed on six or seven days per week, and if that isn't done, the work of a position required beyond the five-day assignment may be performed by an extra employee. If that cannot be done, then the work must be performed by the regular employee.

It is the position of the Carrier that the services of one carman and one carman helper were necessary to make the repairs; that a memorandum of work

performed was prepared by the carmen as an incidental part of their duties; that this memorandum was turned over to Claimant White on Monday, September 29, 1952, and he made the billing repair cards from the information shown on this memorandum. Carrier also urges that the work of billing repair cards has never been exclusive to employes within the Scope of the Clerks' Agreement. Carrier also urges that decision in this case is controlled by Award No. 2, Special Board of Adjustment No. 170, where we said:

"It also appears that it has been the practice that the writing of billing repair cards is not exclusive to the existing agreement, and that the parties to the agreement have acquiesced in permitting carmen to write such cards on rest days or holidays except in cases where more than four carmen are working on repairing foreign cars, and that if more than four men are so used, then a clerk is assigned to the job.

"It clearly appears that the parties to the agreement have by usage placed this construction upon such work. It is now too late to repudiate such an understanding. We also hold that the parties to the agreement have by their actions indicated that the writing of billing repair cards for repairs to foreign line cars is incidental to the work required of carmen."

In the case at bar, the carman and helper who performed the necessary work also made a memorandum showing the repairs made, and on the following day gave the same to Claimant who on his regular time prepared the billing repair cards.

Under the admitted facts in this case, we conclude that decision herein is controlled by Award No. 2, Special Board of Adjustment No. 170.

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

The the agreement was not violated.

AWARD: Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 170

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

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

R. W. Copeland - Employe Member
Chicago, Illinois
June 17, 1958
(Date)