

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 terms of the currently effective Clerks' Agreement when on May 15, 1956, it arbitrarily and unilaterally removed work occurring within the Mississippi Division Seniority District and transferred such work to the New Orleans Freight Agency Seniority District.

(b) That such work shall now be restored to the Mississippi Division Seniority District and

(c) L. M. Maxey, A. M. Roberson and/or their successors, and other clerical employees adversely affected, be compensated for wage losses sustained.

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

OPINION: Carrier has considerable banana traffic northward out of New Orleans, and in order to prevent delay, cars of bananas are moved north from New Orleans to Fulton, Kentucky, on a slip or memorandum waybill instead of a formal waybill. Generally, the bananas when loaded into cars at New Orleans are unsold, the shippers taking orders and making sales while the shipments are en route.

On October 1, 1929, six clerical employees with their positions were transferred from Mounds, Illinois, to Fulton, Kentucky. After the transfer of the clerical employees to Fulton, Kentucky, other duties were added to the transferred positions. These duties included the recording of all freight bills, the inspection of perishable shipments, adjusting car ventilating devices, as well as other duties.

Sometime during the 1940's, teletype machines were installed in both telegraph offices at New Orleans and Fulton. Thereafter, the waybilling information was transmitted in message form. On May 14, 1956, teletypewriters were installed in both the New Orleans freight station and the Fulton telegraph office. The procedure in the new operation requires the clerical employee at New Orleans to assemble the information relating to car numbers, consignees, destinations, routes, rates, charges, etc., as was done prior to the installation of the teletypewriters.

Under the new system, the New Orleans clerical employees type the billing

information on triplicate form revenue waybills on the teletypewriter, retaining two copies for office records and one copy being forwarded to the Auditor of Freight Receipts in cases where shipments are destined beyond Carrier's lines. Simultaneously with the typing of the billing information on the revenue waybills, a teletype tape is cut on a connecting monitor machine in the telegraph office which is later fed into a teletype sending machine by telegraphers for transmission to the Fulton telegraph office. As the waybilling information is received at Fulton, three copies of the completed revenue waybills emit from the teletypewriter which are then delivered to the banana clerks for their handling in the compilation of certain records.

Because of the new method employed by the Carrier, the work load attaching to the positions at Fulton was reduced to the extent that the banana clerks were able to perform all the work in connection with posting the passing of cars, etc.

Effective May 15, 1956, Carrier abolished the positions occupied by Inspection Clerks Maxey and Roberson, together with the relief positions assigned to relieve them on rest days.

It is the position of the Employees that the Carrier violated the rules of the agreement when it arbitrarily removed work occurring in the Mississippi Division Seniority District and reassigned such work to be performed in the New Orleans Freight Agency Seniority District.

It is the position of the Carrier that while manual typing has been eliminated at Fulton, all of the work on banana waybills that was ever done at Fulton is still being done there by machine rather than by hand, nor has the amount of work at New Orleans increased by reason of the new method employed.

It is quite apparent that the new method employed by the Carrier has eliminated a certain amount of work at Fulton. It is an accepted rule that the Carrier may abolish positions when operating needs so require, but it cannot transfer work from one seniority district to another without negotiations to that effect.

In this case, work at Fulton was eliminated and not transferred, as alleged. The agreement, was, therefore, not violated.

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

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the dispute involved herein; and

That the agreement was not violated.

AWARD: Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 170

/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

October 29, 1958
Chicago, Illinois
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