

Award No. 11923
Docket No. CL-11745

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Bernard J. Seff, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES**

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

CASE NO. 1

(a) Carrier violated the Clerks' Agreement at Johnston Yard, Memphis, Tennessee, when on November 17, 1957 it arbitrarily removed Clerk W. P. Johnson from his position of Inbound Bill Clerk and required him to card a train, work which is part of the assignment of Yard Clerk.

(b) W. P. Johnson be compensated at the pro rata rate of his position for all time consumed in performing the work of yard clerk.

CASE NO. 2

(a) Carrier violated the Clerks' Agreement at Johnston Yard, Memphis, Tennessee, when on December 8, 1957 it arbitrarily removed Clerk L. L. Stewart from his regular position of Outbound Clerk and required him to compile inbound train sheets (form 722) and turn and stamp waybills of inbound trains, work which is part of the assignment of Inbound Bill Clerk.

(b) L. L. Stewart be compensated at the pro rata rate of his position for all time consumed in performing the work of Inbound Bill Clerk.

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

EMPLOYEES' STATEMENT OF FACTS—CASE NO. 1: (1) Extra Clerk W. P. Johnson filled vacancy on position No. 55, Inbound Bill Clerk, while the position was advertised by bulletin. The duties listed in the bulletin follow: "handle waybills, make cards, handle advance orders, work advance

It is Carrier's position that the duties assigned to the Claimants in the dispute before the Board were duties that fell within the scope of the bulletin description of the positions involved, were performed during the hours of their assignments, and no overtime was worked and none absorbed. The claims are lacking in merit as the agreement was not violated, and they should be denied.

All data in this submission have been presented to the Employees and made a part of the question in dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant Johnson was an extra clerk who was called and used to fill position No. 55, Inbound Bill Clerk, at Johnston Yard, Memphis Tennessee. The duties of position No. 55 included:

"Handle waybills, make cards, handle advance orders, work advance consists, handle banana diversions, compile 722 reports, stamp and prepare waybills and other work accessory to this position."

The Carrier alleges that Claimant erroneously prepared cards for seven carloads of merchandise in Train CN-1. These cards were passed on to another clerk and were then applied to the cars. When the error was discovered, the clerk who applied the cards was instructed to apply the correct destination to the cars. Train MS-1 was waiting to be carded by the clerk who had been assigned to correct the errors made by the Claimant. In order to prevent any further delay, the Chief Yard Clerk instructed Johnson to take the cards prepared for this train and apply them to the cars. The instant claim was filed on behalf of Johnson alleging that he should not have been required to apply the cards to the cars because that duty was not part of his regular assignment.

In case No. 2, Claimant L. L. Stewart was the regular occupant of Relief Position No. 2. On December 8, 1957, he relieved Outbound Bill Clerk, Position No. 62, Johnston Yard, Memphis, Tennessee as the incumbent was observing one of his rest days. The bulletined duties of this position included the following:

"Handle icing of cars; make advances only waybills; file reports; send telegrams; supervise icing, and assist office clerks in general office work."

As there was no work for him to perform on outbound trains between certain hours he was assigned to assist in the preparation of 722 reports and stamp waybills on inbound trains SN-3 and NM-4. A claim was filed on behalf of Stewart alleging that he was required to perform work which was not part of the assigned duties of the position he was filling.

The Petitioner contends that the Carrier violated Rule 38 of the Agreement by requiring Claimants to leave their positions and perform work on other positions. The Carrier contends that the claim is not supported by any rule or agreement.

The Carrier states that bulletins do not grant or take away rights or duties. They are simply advertisements which notify interested parties that certain jobs are available and which give interested employees sufficient infor-

mation to enable them to bid for the jobs. It is the position of the Petitioner that in both the instant cases the employees were required to leave their assigned jobs to perform work not remotely related or accessory to the positions they were filling. The Carrier's position is that so long as the Claimants were paid a rate as high or higher than the employee who customarily performs such functions it has the right to add any duties at any time to the positions. Carrier cites Award 1316 (Wolfe):

"As stated in Award 1315, Docket CL-1349, bulletins are not intended to set the detail of the work attendant to a position, nor all of its functions and refinements, but only a general outline of the work which the position covers sufficient to acquaint employees with the nature of the duties so that they may determine if they are qualified and desire to bid. Other duties not specifically named may be added without destroying the identity of the position provided they are reasonably appropriate to the position and type of work which it entails and natural and incidental thereto. See Award 1314, Docket CL-1336."

Award 7166 (Carter):

" * * * The bulletining of positions at the various freight houses was for the purpose of identifying them in order that employees bidding could act intelligently, and was not for the purpose of fencing in the work of each position. * * * "

Neither the record nor any argument advanced by the Petitioner points to any rule or agreement violated by the Carrier which prohibits the Carrier from assigning the duties in question to the Claimants.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of November 1963.