



**Award No. 16217**  
**Docket No. CL-16484**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**George S. Ives, Referee**

**PARTIES TO DISPUTE:**

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

**THE BELT RAILWAY COMPANY OF CHICAGO**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood (GL-6059) that:

1. The Carrier violated the Clerks' Agreement, when the changes ordered by its effective June 7, 1965, resulted in the creation of new positions under Rule 9 and failed to bulletin them as such.

2. M. Psenko, B. Rutherford, K. Montelo, G. Wilsdon, B. Blacklaw and F. Anderson, their regularly assigned relief and/or successor(s) if any, shall be compensated one dollar (\$1.00) per day, for each working day, effective with the date of June 7, 1965 and continuing so long as the violation continues, or until such time, as corrective measures are applied.

**EMPLOYEES' STATEMENT OF FACTS:** Prior to the effective date of this dispute Claimants were all assigned by bulletin to positions titled "Outbound Clerk" and their services were performed in the Carrier's Central Office Building, twenty-four (24) hours per day, seven days per week. All possible regular relief assignments with five days of work and two consecutive rest days were established to do the work necessary on rest days of the assignments.

The duties of the "Outbound Clerk" positions consisted of maintaining track inventory file of cars on hand by use of waybills, IBM cards and hump switch lists and preparing train consists for the trains dispatcher, or as indicated in Employees' Exhibit No. 1.

On May 29, 1965, Carrier issued notice indicating that effective 8 A. M., C.D.T., Monday, June 7, 1965, the titles of these positions are changed to "Yard Clerk." Primary duties are to physically check trains, file way bills, prepare train consists and switch lists, answer phones as well as other clerical duties incidental and/or related thereto and that their locations were changed from the Central Office Building to respective offices located in the East and West Yards. Employees' Exhibit No. 2.

On August 2, 1965, claim was filed with the Agent, Mr. R. E. Santoro and was declined on September 14, 1965. Employees' Exhibit Nos. 3 and 4.

On September 27, 1965, the claim was appealed to the Superintendent, Mr. D. R. Turner and was denied on October 20, 1965. Employees' Exhibit Nos. 5 and 6.

The claim was subsequently appealed to the Manager-Labor Relations on November 15, 1965 and was declined on January 18, 1966. Employees' Exhibit Nos. 7 and 8.

(Exhibits not reproduced.)

**CARRIER'S STATEMENT OF FACTS:** Rule 5 - Seniority District - of the agreement effective March 1, 1964, between The Belt Railway Company of Chicago and the Clerks' Union reads as follows:

"One seniority district is hereby established for all employees within the scope of this agreement."

Prior to the changes that were made on May 17, 1965, and June 7, 1965 clerical work performed in the Agent's Office building was interchangeable with respect to car movement information and/or accounting. Accounting is under the jurisdiction of the Auditor. Car movement is under the jurisdiction of the Superintendent, Transportation Department. The changes made effective May 17, 1965 and June 7, 1965 separated the clerical duties involved directly in the movement of cars from the duties involved in preparation of data of an accounting and related nature.

The change involved in this claim was made effective June 7, 1965. Attached as Carrier's Exhibit No. 1 is the notice dated May 29, 1965 changing the location of Position Nos. 333, 335, 337, 332, 334, 336 and 265 from the Agent's Office (Clearing Central Office) to the East and West yard offices.

(Exhibits not reproduced.)

**OPINION OF BOARD:** On May 29, 1965 Carrier posted a notice announcing a change in the title and location of Claimants' position as well as certain changes in the duties performed by Claimants. The position entitled "Outbound Clerk" was redesignated "Yard Clerk" with the same hours of assignment, rest days and rate of pay. The location was changed from Carrier's Central Office Building to offices located in Carrier's East and West Yards. Petitioner contends that Carrier violated Rule 9 and other pertinent provisions of the effective Agreement by failing to bulletin the position promptly after the change in title, location and duties, which allegedly resulted in the creation of a new position.

Carrier's defense is that the changes made did not substantially alter the nature of the position in dispute nor create a new position requiring rebulletining under the applicable provisions of the Agreement. Furthermore, Carrier avers that Claimants suffered no loss through the unilateral changes.

Petitioner contends that various Rules of the applicable Agreement have been violated; however, we are primarily concerned here with the language found in Rule 9 (a) and (d) which reads as follows:

"RULE 9.  
BULLETINS - ADVERTISING NEW POSITIONS  
AND VACANCIES

(a) New positions or vacancies of more than thirty (30) calendar days' duration will be promptly bulletined in agreed upon places accessible to all employees affected for a period of seven (7) calendar days. Bulletin to show location, descriptive title of position, brief description of the principal duties, rate of pay, assigned hours of service, assigned rest days and assigned meal period.

\* \* \* \* \*

(d) An employee awarded a bulletined position, who is not transferred thereto within seven (7) calendar days from date of assignment bulletin will receive one dollar (\$1.00) for each working day of such assignment thereafter and will be paid at the higher of the two rates until actually transferred."

The thrust of Petitioner's case is that Claimants are now required through the unilateral action of Carrier to perform substantially different duties at new locations, which are a mile east or west of their former positions, without the ease of transportation and conveniences of their former place of employment. Petitioner avers that former "Yard Clerk" positions were abolished five years ago at the new locations, and that such positions no longer in existence cannot be reinstated without being bulletined as new positions.

The record reveals that the primary duties of the "Yard Clerk" position include the principal work of the former position designated as "Outbound Clerk," but that certain additional duties have been added. Analysis of the Agreement fails to disclose any provision which specifically prohibits Carrier from modifying the duties of any position or requires that each duty to be performed be listed in the description of duties contained in the applicable bulletin. Furthermore, Rule 9 (a) merely requires the prompt bulletining of a new position and does not imply that a position be deemed new because of additional duties.

In view of the foregoing, we must conclude that the Agreement does not prohibit Carrier from changing the duties of a position and even requiring that these duties be performed at a different location. Awards 13719, 13192, 14126 and 13201. Comparison of the original bulletin with the notice of May 29, 1965 reveals that the principal duties are essentially the same, and that such changes which did occur are permissible as incidental to those enunciated in the original bulletin. Awards 15799 and 15484.

Accordingly, the Claim must be denied.

**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 Agreement was not violated.

**AWARD**

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION**

**ATTEST: S. H. Schulty  
Executive Secretary**

Dated at Chicago, Illinois, this 12th day of April 1968.