

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert O. Boyd, Referee.

PARTIES TO DISPUTE:

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

KANSAS CITY TERMINAL RAILWAY COMPANY

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

(a) The Carrier is violating Bulletin Rule 6 of the Agreement when posting new positions and vacancies in Mail and Baggage Handler positions by failing and refusing to properly describe the duties of the position, and;

(b) The Carrier now be required to show on all Bulletins a complete and accurate description of duties to be performed.

EMPLOYEES' STATEMENT OF FACTS: There is an Agreement in effect between the parties, effective October 1, 1942, which was amended by memorandum Agreement, signed September 13, 1946, effective October 1, 1946. Copies of the Agreement and amendments have been filed with the National Railroad Adjustment Board and by reference are made a part of this submission and statement of facts.

Rule 6, as amended, effective October 1, 1946, reads as follows:

"RULE 6—BULLETINS.

New positions created or vacancies occurring will be promptly bulletined in agreed upon places accessible to all employees affected for a period of five (5) days in the seniority department where they occur (except Class 3, Freight Department, and Class 3, Purchasing and Stores Department), bulletin to show location, total and description of position, assigned hours of service, assigned day of rest and rate of pay. Employees desiring such positions will file their applications with the designated official within that time, and an assignment will be made within five (5) days thereafter; the name of the successful applicant will immediately thereafter be posted for a period of five (5) days where the position was bulletined. Except as specifically provided in Rules 13, 14, 15, 16, nothing in this Agreement shall be construed as permitting senior employees to displace regularly assigned employees.

The description of duties in bulletins covering Mail and Baggage Handler positions shall not prevent temporary changes in assignments in the course of a day's work which may become necessary because of irregularities in train arrivals and departures and volume of business to be handled."

cies and new positions of Mail and Baggage Handler and particularly to that part of the Rule which stipulates that a description of the position be given on the bulletin.

According to a memorandum on our file a meeting was held in your office on September 30, 1946, for the purpose of discussing the application of the change in certain Rules to become effective October 1, 1946. Present for the Company in addition to yourself were: M. E. Mayes, A. C. Story, A. W. Harbstreet and A. H. Buttermore. Our Committee was composed of the following: J. L. Hall, C. J. Weatherman, W. L. Curnett, S. H. Steele, G. J. Goodwin and the undersigned. It was understood at that meeting that the description of Mail and Baggage Handler positions would be brief providing that the name of the previous incumbent was shown thereon and that the duties of the job advertised were those performed by the previous incumbent.

This method of describing Mail and Baggage Handler positions in Bulletins has proven unsatisfactory. With this letter we give notice for the termination of any oral commitment we may have been a party to with respect to the manner or method or extent of showing description of such positions on the bulletins. Will you kindly arrange to show a proper description on the bulletins issued hereafter covering Mail and Baggage Handler new positions or vacancies? (Underlining supplied by Carrier.)

Yours truly,

(Signed) C. A. Schutty"

POSITION OF CARRIER: It is the Carrier's contention that the form of bulletin is adequate and complies with the rule and the General Chairman's understanding referred to in his letter quoted in the Carrier's Statement of Facts. Just because the General Chairman has now decided that the description part of the bulletin is unsatisfactory to him does not make it a rule violation.

In view of the agreed upon understanding, as to the form of bulletin between the parties referred to in the General Chairman's letter of December 1, 1948, the Carrier questions the authority of the Adjustment Board to upset the agreed upon understanding by the issuance of a sustaining award. The work of a mail and baggage handler is that which the title implies. It can be conceived that the general location and working hours of a particular position might be important to an applicant but in describing the duties of a mail and baggage handler position, the statement that the duties will be that of handling mail and baggage is all that is really necessary.

(Exhibits not reproduced.)

OPINION OF BOARD: The claim of the System Committee is that the Carrier is violating Bulletin Rule 6 by failing to describe properly the duties of positions when posting new positions for Mail and Baggage Handlers.

Rule 6 of the current Agreement provides that when new positions or vacancies are posted the bulletin shall show "location, title and description of position, assigned hours of service, assigned day of rest and rate of pay." The rule also includes the following paragraph:

"The description of duties in bulletins covering Mail and Baggage Handlers positions shall not prevent temporary changes in

assignments in the course of a day's work which may become necessary because of irregularities in train arrivals and departures and volume of business to be handled."

The complaint is limited to the practice of the Carrier in giving a "description of position" in its bulletins of new or vacant positions. An example of the method followed is found in Bulletin No. 967 where the "description and location" of the position was stated as follows: "Loading and unloading trains on west end of station platform and working other places as found necessary". This may be a description of the position; is it also a "description" of duties? By use of the word "duties" with respect to bulletins of positions for Mail and Baggage Handlers, the parties have expanded the meaning of "description of position". The word "duties" means assigned services, and to such extent expands the meaning of "description of position". Something more than a generic term or phrase is required under the rule. While some positions and the duties thereof might be described by a single term, others may require greater detail. The apparent object of the rule which the parties have adopted is to acquaint applicants for the position with the nature of the work attached. The rule does not, however, anticipate a description of the work as such. The phrase "loading and unloading" trains may or may not be a description of the position. It would depend upon the regular duties or service expected.

The Organization in its submission requests that their claim (b) be sustained to the end that the elements of work assignments as set forth in a number of exhibits be included in the Bulletins. To do this would require the Carrier to describe the detail of the work of a bulletined position. The rule does not require an itemization of the work. Particularly in light of the historical development of this rule it is now apparent that the parties have agreed that the Bulletin for a new job or vacancy for Mail and Baggage Handlers will include, besides the title of the job, a description which will be broad enough to indicate the functions of the position. The request of the Organization in claim (b) goes beyond the language of the rule. We do not, however, approve all of the Bulletins issued by the Carrier and set forth in Employees' Exhibits 3 to 18, inclusive (compare Exhibits 18 and 23), nor disapprove all of them. As an example, if the description of duties set forth in Exhibit 23 is the usual work of that position, then we think the Bulletin No. 981, Exhibit 18, is inadequate for failure to note the work on cream cans dock and in the sub-basement.

While it thus appears that on the basis of the record claim (a) should be sustained; it also appears from other instances cited that Bulletins adequately described positions. For an example, compare Bulletin 970, Employees' Exhibit 7 and Employees' Exhibit 20, Description of Duties. On the other hand claim (b) which requests that Bulletins show a "complete and accurate description of duties" to be performed, goes beyond the requirements of the rule. The words "complete and accurate description" connotes a detailed statement that could only result in a description of the work. The intent of the rule does not go that far.

We cannot prepare the Bulletins. The burden for this is on the Carrier, and in the light of the history of this controversy we recommend to the parties that further conferences be held to develop an application of the rule that will accomplish the full intent of the parties as expressed by the Bulletin Rule and at the same time not burden the Carrier by resulting stratification of the work in the absence of an agreement to that effect.

The Carrier contended that the parties had on September 30, 1946, reached an understanding as to the interpretation of Rule 6, and that this Board is without authority to modify such agreement. This understanding was between the Mail and Baggage Agent of the Carrier and the General Chairman. It was an oral understanding which never became a part of the current Agreement, and was revocable at the will of either party. The Organization cancelled the understanding on December 1, 1948.

FINDINGS: The Third Division of the Adjustment Board, after giving 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 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

This is a matter for further negotiation.

AWARD

Claims remanded to the parties for further conference.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 28th day of February, 1951.