



Award No. 14959

Docket No. CL-15492

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

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

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5710) that:

(a) The Carrier violated the Clerks' Agreement in the Pass Bureau at Chicago, Illinois when on April 1, 1963 it created and established a new position titled Assistant Chief of Pass Bureau.

(b) The Carrier shall now be required to bulletin and assign the position of Assistant Chief of Pass Bureau subject to all rules of the Agreement.

(c) Miss Gertrude McCarthy, Miss Elizabeth J. Thomas, Mrs. Sandra Jo Carter and Miss Marlene McElroy shall now be compensated for all wage losses sustained beginning April 1, 1963 and continuing until the dispute is composed.

EMPLOYEES' STATEMENT OF FACTS: Prior to March 15, 1963 there existed in the Pass Bureau, Chicago, Illinois, one position titled Clerk-Stenographer. The position was under "B" coverage of the Agreement, which means that the position was subject to Rules 1, 2, 3, 21, 22, 62 and 64 of the Agreement; also, to Rules 24, 25, 26 and 53 in case of occupant's dismissal from the service. Such positions are excepted from all other rules of the Agreement.

Rule 1, the Scope Rule, was revised effective June 1, 1961. The position in question was placed under "B" coverage at that time and appears on page 2 of Appendix "A" of the revised Rule 1 and is listed as Clerk-Stenographer.

On March 15, 1963 the regular occupant of the Clerk-Stenographer position resigned to accept a Railroad Retirement Annuity. The position was not filled. On or about April 1, 1963 a new position of Assistant Chief of Pass Bureau was created and assigned to Mr. G. S. Duncan. The new position was placed under "B" coverage, the same coverage which applied to the original Clerk-Stenographer position.

The substitution of the Assistant Chief Pass Bureau position for the Clerk-Stenographer position was protested and claim was filed with Chief of

- (2) to prepare work for assignment to the clerks in the office,
- (3) to answer inquiries,
- (4) to handle clergy passes and clergy files,
- (5) to issue annual passes to the officers of various railroads,
- (6) to file supplemental requests for suburban passes,
- (7) to report lost passes for bulletining,
- (8) to report half rate orders issued to Auditor of Revenues, and
- (9) to handle other miscellaneous matters which might occur.

No duties were added to or taken from this position after Mrs. Miller's retirement.

The Clerks filed claim on May 28, 1963. They demanded that the position be bulletined and assigned subject to all rules of the agreement and that all the fully covered clerical personnel in the Pass Bureau be paid lost wages due to the Carrier's alleged violation of the Scope Rule and Rule 61, which reads:

"Established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of these rules."

The union's request was declined at this local level and, subsequently, at the various other levels in the grievance appeal procedure.¹

The Clerks' Agreement, effective June 23, 1922, as amended, is by reference made a part hereof.

(Exhibits not reproduced.)

OPINION OF BOARD: It is the claim of the Organization here that the Carrier "created and established a new position titled Assistant Chief of Pass Bureau," and thus violated the agreement for the reasons cited.

The Carrier shows in this record a list of nine work items assigned to the position prior to retirement of the then incumbent. The same items of work were assigned to G. S. Duncan, when Carrier designated him to fill the position. The fact that Carrier changed the title of the position to Assistant Chief, Pass Bureau does not alter these facts.

Additionally, it should be noted that the position in question is, and has been a "B" position and the Carrier is free to select and assign whomever it chooses to such a position.

¹A copy of Mr. Copeland's letter of August 12, 1963, appealing the claim to the Manager of Personnel, is attached as Carrier's Exhibit A. A copy of Labor Relations Officer Graves' reply dated August 27, 1963 is attached as Carrier's Exhibit B.

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 23rd day of November 1966.