

SPECIAL BOARD OF ADJUSTMENT NO. 170

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES
versus
ILLINOIS CENTRAL RAILROAD COMPANY

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

(a) Carrier violated the Clerks' Agreement at Carbondale, Illinois, when on February 24, 1955, it failed and refused to bulletin the position of Statistician in the office of Division Superintendent in accordance with the request of the Brotherhood.

(b) The Statistician position be bulletined and assigned in accordance with the rules of the collective agreement.

OPINION: Carrier's division headquarters for the St. Louis Division are located at Carbondale, Illinois. Among the clerical positions in the Superintendent's office is the position of Secretary to Chief Clerk. This position was fully excepted from the Agreement, effective June 23, 1922, and so remained until placed under partial coverage of the Agreement, effective September 13, 1953, as a result of an Arbitration Award dated August 14, 1953.

Prior to the Arbitration Award, the positions of Chief Clerk, Secretary to Superintendent and Secretary to Chief Clerk at Carbondale, Illinois, were totally excepted from the rules agreement. As a result of the Arbitration Award, the Scope Rule was revised, and as a result, the position of Secretary to Chief Clerk was changed from a fully excepted to a partially covered position as were the positions of Chief Clerk and Secretary to Superintendent.

It appears that the position designated as Secretary to Chief Clerk has been in existence since 1917, but was excepted from the rules by the 1922 Agreement. The 1953 St. Louis Division Clerical Seniority Roster No. 1, which roster includes the names of employees working in the Superintendent's Office at Carbondale, contained the name of D. E. Ford, titled Statistician with a seniority date of June 1, 1942, however, the Ford name contained a notation that the position was excluded from coverage by certain rules of the Clerks' Agreement. In February, 1955, the Employees filed a request with Manager of Personnel Fitzpatrick to place the Statistician position under full coverage of the Agreement. This request was declined.

It is the position of the Employees that the Secretary to the Chief Clerk performed statistical work, and that such work was exclusive to full coverage of the Agreement and should be performed on a position fully covered by the Agreement.

It appears that the position designated as Secretary to Chief Clerk

has been in existence since 1917; that by the 1922 Clerks' Agreement that position was excepted from the Rules, and that during all of this period the Secretary has performed substantially the same duties. It also appears that as a result of the 1953 Arbitration Board's Award, the position of Secretary to Chief Clerk was covered by Rules 1, 2, 3, 21, 22, 62 and 64 of the Agreement and by Rules 24, 25, 26, and 53 in case of the occupant's dismissal from service. It also appears that the duties of the position of Secretary to Chief Clerk were not changed as a result of the Arbitration Award, but continued as had existed prior to the Award.

Rule 7 of the Agreement provides:

"(a) New Positions or vacancies will be promptly bulletined in agreed upon places accessible to all employees. . . ."

Under the above rule, the Carrier is required to bulletin a position only when a new position or a vacancy occurs. It appears that there never has been a position of Statistician in the Superintendent's office. Therefore, it follows that there is no obligation upon the part of the Carrier to bulletin a non-existing position.

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 the dispute involved herein; and

That the Agreement was not violated.

AWARD: Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 170

/s/ Edw. M. Sharpe
Edward M. Sharpe -- Chairman

A. B. Simmons -- Employee Member

/s/ E. H. Hallmann
E. H. Hallmann -- Carrier Member

Chicago, Illinois
January 17, 1958