

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) The Carrier violated and continues to violate Rule 7, the Bulletin and Assignment rule of the Agreement, when posting new positions and/or vacancies in the Stores Department, by listing various qualifications on the Bulletins as requisites expected of the applicants, and

(b) The Carrier be required to show on all bulletins advertising new positions and/or vacancies in the Stores Department only such information as required under the provisions of Rule 7 of the effective Agreement.

OPINION: On September 30, 1955, Carrier issued Bulletin No. 14 advertising a vacancy of Delivery Foreman in the office of District Storekeeper, Centralia, Illinois.

The bulletin reads as follows:

"ALL CONCERNED:

Applications will be received in my office for a period of seven days from above date for position of Delivery Foreman, Assistant District Storekeeper's Office, Centralia, Illinois, rate of pay \$16.02 per day, work hours 7:00 A.M. to 12:00 Noon, 12:30 P.M. to 3:30 P.M., five days per week excepting holidays, with rest days on Saturday and Sunday.

Successful applicant should have the following qualifications:

1. A good knowledge of railroad materials and their uses.
2. A good knowledge of A.A.R. Material and Scrap Classifications.
3. A thorough knowledge of safety, loading rules and such other rules and regulations as pertain to the handling of material.
4. Ability to get along with people and to supervise and

assume responsibility for detail assigned to this position.

A. G. Campbell
DISTRICT STOREKEEPER"

The position was awarded to G. M. Wiles, the senior bidder. It is the position of the Employees that the Carrier violated Rule 7 of the current agreement when it placed qualifications of the position of Delivery Foreman on Bulletin No. 14.

Rule 7 reads as follows:

"BULLETIN AND ASSIGNMENT

"(a) New positions or vacancies will be promptly bulletined in agreed upon places accessible to all employees affected for a period of seven (7) days in the districts where they occur; bulletin to show location, title, hours of service 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. Bulletins for new positions and vacancies will be numbered consecutively for each year.

"(b) The following positions need not be bulletined under this rule, provided, however, that the seniority of such employee at the station or office where the vacancy or new position occurs will be given consideration in filling such vacancies or new positions:

Employees engaged in assorting tickets, waybills, etc.; employees operating appliances or machines for perforating and addressing envelopes, numbering claims or other papers, adjusting dictaphone cylinders and work of a like nature; employees gathering or delivering mail and other similar work not requiring clerical ability; office boys, messengers, freight handlers, janitors, porters, elevator operators, laborers and other employees similarly employed."

It is the position of the Carrier that there is no restriction in the rule that precludes Carrier from placing the qualifications of a given job or other information on a bulletin as the Carrier may deem it necessary.

We find nothing in the rule that permits either party to modify the rule in any respect. The parties agreed upon the rule as it is written, and neither party

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can modify it except by negotiation and agreement.

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 violated.

AWARD: Claim sustained.

SPECIAL BOARD OF ADJUSTMENT NO. 170

/s/ Edward M. Sharpe

Edward M. Sharpe - Chairman

/s/ R. W. Copeland

R. W. Copeland - Employee Member

/s/ E. H. Hallmann

E. H. Hallmann - Carrier Member

Chicago, Illinois
September 30, 1958