

SPECIAL BOARD OF ADJUSTMENT NO. 170

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

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

(a) The Carrier violated rules of the Clerks' Agreement at the Burnside Storehouse, Chicago, Illinois, when on March 15, 1956, it failed and refused to properly title and rate two (2) new positions termed Assistant Stockkeepers which were advertised by Bulletin No. 10.

(b) Sam Catanzaro and James R. Cox and/or their successors, if there be any, be compensated for wage losses sustained representing \$2.21 each per day retroactive to March 26, 1956, and forward to date the violation is corrected except the period of time from June 20, 1957, to date notice is given to the Third Division, N.R.A.B., of Employes' intention to file ex parte submission of the instant dispute with the Division.

NOTE: Reparation to be determined by joint check of Carrier's payroll and other records.

OPINION: This case involves the right to compensation for two assistant stockkeepers and grows out of the following facts: There are employed at the Burnside Storehouse in Chicago a force of employes who perform certain clerical work in connection with the operation of the Stores Department coming within the Scope Rule of the Clerks' Agreement as revised February 1, 1954.

On March 15, 1956, the District Storekeeper issued Bulletin No. 10:

"Office of District Storekeeper
"Burnside, Chicago, March 15, 1956

"Bulletin No. 10

"All Concerned

"Applications will be received in my office for a period of seven days from above date for two (2) positions of Assistant Stockkeeper, Burnside Store, rate of pay \$15.12 per day. Work hours 8:00 am to 12:00 Noon - 12:30 pm to 4:30 pm five days per week, excepting holidays, with rest days on Saturday and Sunday.

"Successful applicant must have the following qualifications:

1. A good working knowledge of railroad materials and their uses.
2. A good knowledge of A.A.R. Material and Scrap Classifications.
3. Ability to assist in maintaining accurate and dependable stock records.
4. Ability to assist in maintaining stock of materials consistent with requirements and practices of this department.
5. Ability to assist in supervising employes who help in handling materials.
6. Knowledge of all duties incidental to stockkeeping.

"P. W. Ewing
District Storekeeper"

On March 26, 1956, Bulletin No. 11 was issued assigning the two assistant stockkeeper positions to Catanzaro and Cox, claimants herein.

It is urged by the Employes that there were no assistant stockkeeper positions existing in the Burnside District Storehouse Seniority District, and in the absence of such positions, Carrier's unilateral action in establishing the positions with the attaching rates of pay was a violation of the controlling agreement, and that the list of qualifications required were analogous to those required for stockkeeper positions and should be reclassified as stockkeepers with like pay.

It is the position of the Carrier that the establishment of new positions is a right of the Carrier, and there is no rule in the agreement making it mandatory to negotiate the establishment of new fully covered positions, and in the absence of such rules, it is the prerogative of the Carrier to establish such positions as it deems fit in the interests of efficiency.

It is the rule that the Carrier retains those rights which it has not contracted away, and that the responsibility for the safe and efficient operation of a railroad rests with the management.

Rule 7 of the agreement states that where new positions are created they will be promptly bulletined in agreed upon places accessible to all employes affected for a period of seven days in the districts where they occur, the bulletin to show location, title, hours of service, and rate of pay. In Docket No. CL-9506, Award No. 57, we held that there was nothing in the agreement that permitted the Carrier to add to the bulletin, and any addition thereto was surplusage and not

Award No. 62
Docket No. CL-9911

binding upon either party.

In view of the above, we again hold that anything in Bulletin No. 10 beyond that required by the rule is not binding upon either party.

It is a well established fact that an assistant does not have the responsibility of his superior officer. We do not find in this record any evidence to sustain the claim for employes that the duties of an assistant stockkeeper are identical to the duties of a stockkeeper.

Having found nothing in the rules that prevents the Carrier from establishing new positions, the claim must be denied.

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 Employes involved in this dispute are respectively Carrier and Employes 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/ 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