

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Curtis G. Shake, Referee

PARTIES TO DISPUTE:

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

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: (1) Claim of the System Committee of the Brotherhood that the Carrier violated its agreement with the Brotherhood when it employed high school and college students to work on a short hour day basis and paid them only for actual hours worked.

(2) That the Carrier shall now be required to pay Irwin K. Anderson and all others involved and affected the difference between eight (8) hours and hours actually paid for beginning with February 20, 1943.

EMPLOYEES' STATEMENT OF FACTS: Prior to February 20, 1943 all employes working as freight handlers at the South Water Street Freight Station, Chicago, Ill. worked and were compensated at a minimum of eight hours pay per day in accordance with Rule 28 of the current Clerks' Agreement.

Effective February 20, 1943 the Carrier employed a number of high school and college students to work with regularity only on a portion of the day as freight handlers. They were engaged by the Carrier with knowledge that they would not be available for full time employment because of being students. These employes were paid as follows:

"Straight time pay from starting work until quitting hour of regular freight handling force and overtime pay from the regular quitting time of 5:00 P. M. or 6:00 P. M. until the school student quits work."

The first protest against this procedure was made in conference between Local Committee and Freight Agent on February 24th. Contentions of employes and claim filed in behalf of Irwin K. Anderson and all others affected was confirmed by letter dated February 26, 1943.

This matter was handled in the regular manner on the property. The highest officer of the Carrier handling disputes of this nature replied that he felt there was no violation of any rule in the Clerks' Agreement, however, if the Clerks' Committee could advance any information to the contrary, he would be glad to consider it. Employes replied that they considered these high school students a part of the regular freight handling force at South Water Street Station as they had filled out standard application papers, accumulated seniority, received pay checks at this station and were paid at standard rates; that they were therefore entitled to eight hours pay (the minimum day) for service performed on any work day.

Carrier finally declined claims of employes in letter dated January 8, 1944.

It was with the full knowledge of these facts and circumstances that the Carrier realized its responsibility and that it had a difficult task to perform. Notwithstanding the voluminous task before it and the elements of impediment placed in its path, this Carrier has endeavored to see that its full measure of participation in the war movement is maintained in its greatest stride. That these impediments have had and are now having their effect in materially curtailing the Carrier's efforts in this direction is self-evident.

In conclusion it is the position of the Carrier:

1. The sum and substance of this claim is a demand by the organization for compensation for employes for time during which they are absent from their work of their own accord.
2. To sustain the position of the employes under these circumstances would require placing in the agreement new rules not now provided for therein and not within the province of this Board.

The Carrier, therefore, requests that the claim be denied without qualification.

OPINION OF BOARD: Upon the authority of Award 2670, Docket CL-2670, involving the same subject matter, this claim must be denied.

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 employes involved in this dispute are respectively carrier and employes 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 carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 23rd day of October, 1944.