

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 the Clerks' Agreement at the Freight Station, Memphis, Tennessee, when on October 17, 1955, it failed and refused to assign Ann Colucci to position No. 140.

(b) Ann Colucci be compensated for wage losses sustained representing a day's pay at pro rata rate retroactive to October 17, 1955, and forward to date she is assigned to position No. 140. (Pro rata rate of position \$15.37 per day.)

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

OPINION: Clerical position No. 140 in connection with the freight station at Memphis, Tennessee, became vacant due to the retirement of the incumbent and was bulletined September 23, 1955, to become effective October 17, 1955. Mrs. Arlene Webb, with seniority from December 8, 1947, bid for and was awarded the position.

The claimant, Ann Colucci, with seniority dating back to September 5, 1945, had formerly occupied a regular position from which she had been displaced, and at the time the above position was bulletined was performing extra work in accordance with the Interpretation of Rule 18.

"(1) Within ninety (90) days from the date an employee is displaced or his position is abolished, he must do one of the following:

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"(b) Notify the officer in writing who issues bulletins in his seniority district of his desire to take such extra work as may be available to him on his seniority district which he is qualified to perform, or

"(c) Notify the officer in writing who issues bulletins in his seniority district of his desire to take such extra work as may be available to him, which he is qualified to perform, at a point or points designated by him."

Ann Colucci failed to bid for the position. Had she done so she would have been the senior bidder, and the position would have been awarded to her. It is the position of the Employees that under paragraph 6 of Rule 18 the Carrier was, by the terms of the 1942 Interpretation required to notify Claimant Ann Colucci, the senior employe performing extra work under the Interpretation, to return to the service and accept the permanent assignment to position No. 140.

It is the position of the Carrier that Ann Colucci was under no obligation to bid on position No. 140, by reason of the fact that she was working with regularity, performing extra work, she was not out of service, and the Carrier was not obligated to go through the pretense of requiring her to return to service.

Rule 18, Interpretation, effective July 1, 1942, Article 6, reads:

"An employe who has elected to exercise his rights to options (b) and (c) of paragraph (1) of this interpretation, who subsequently becomes entitled by his seniority to a new position or vacancy considered as permanent or of substantial duration that he is qualified to fill, shall be notified to return to service in accordance with the provision of Rule 18 with copy of such notification furnished the Division Chairman. In the event employe does not return to service within seven (7) days, he will be considered out of service unless granted leave of absence in accordance with the provisions of Rule 27."

Under the above rule Ann Colucci was entitled to be officially notified that by reason of her seniority, she was entitled to the position. Failure to give such notice entitles Ann Colucci to an award.

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

/s/ A. B. Simmons  
A. B. Simmons -- Employee Member

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

SPECIAL BOARD OF ADJUSTMENT NO. 170

INTERPRETATION NO. 1 TO AWARD NO. 31  
DOCKET NO. CL-8838

NAME OF ORGANIZATION: Brotherhood of Railway and Steamship Clerks, Freight  
Handlers, Express and Station Employees.

NAME OF CARRIER: Illinois Central Railroad Company

In the above award Ann Colucci prevailed. It appears that Position No. 140 was bulletined on October 17, 1955. The position was awarded to Arlene Webb, a junior to Ann Colucci. Arlene Webb remained on the position until November 4, 1955, when she was displaced by Mary Evanson.

There can be no question about Ann Colucci having the right to this position during the period that Arlene Webb held it, namely from October 17 to November 14, 1955. She was not entitled to the position after November 14, 1955, when it was held by Mary Evanson, a senior employe.

It follows that whatever wage loss Ann Colucci sustained by the Carrier's failure to award her the position for the dates above mentioned, she is entitled thereto. Such loss is the difference in her earnings from what she received and what she would have earned had Position 140 been assigned to her.

SPECIAL BOARD OF ADJUSTMENT NO. 170

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

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A. B. Simmons -- Employee Member

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

Chicago, Illinois  
January 28, 1958