

SPECIAL BOARD OF ADJUSTMENT NO. 170

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

CASE NO. 1

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

(a) Carrier violated rules of the Clerks' Agreement at the Baggage and Mail Department, Central Station, Chicago, Illinois, when on July 17, 18, 19, 22, 23, 24, 25, 26, 29, 30, 31, August 1, 2, 7, 8, 9, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, September 4, 5, 6, 11, 12 and 13, 1955, it required Assistant Mail Foreman R. Letourneau to perform the duties attaching the Mail Foreman's position.

(b) R. Letourneau be compensated \$3.50 per day on the dates enumerated in part (a) of claim representing the difference between the rate paid the Assistant Mail Foreman position and the rate paid the Mail Foreman position.

CASE NO. 2

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

(a) Carrier violated rules of the Clerks' Agreement at the Baggage and Mail Department, Central Station, Chicago, Illinois, when on July 30, August 6, 13, 20, 27 and September 10, 1955, it required Assistant Mail Foreman J. H. Kern to perform the duties attaching the Mail Foreman's position.

(b) J. H. Kern be compensated \$3.50 per day on the dates enumerated in part (a) of claim representing the difference between the rate paid the Assistant Mail Foreman position and the rate paid the Mail Foreman position.

CASE NO. 3

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

(a) Carrier violated rules of the Clerks' Agreement at the Baggage and Mail Department, Central Station, Chicago, Illinois, when on July 24, 31, August 7, 14, 21, 28, September 4, and 11, 1955, it required Assistant Mail Foreman A. DiBrito to perform the duties attaching the Mail Foreman position.

(b) A. DiBrito be compensated \$3.50 per day on the dates enumerated in part (a) of claim representing the difference between the rate paid the Assistant Mail Foreman position and the rate paid the Mail Foreman position.

CASE NO. 4

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

(a) Carrier violated rules of the Clerks' Agreement at the Baggage and Mail Department, Central Station, Chicago, Illinois, when on July 20, 21, August 3, 10, 11, 17, 18, 24, 25, 27, 31, September 7 and 14, 1955, it required Assistant Mail Foreman F. Micelli to perform the duties attaching the Mail Foreman position.

(b) F. Micelli be compensated \$3.50 per day on the dates enumerated in part (a) of claim, representing the difference between the rate paid the Assistant Mail Foreman position and the rate paid the Mail Foreman position.

CASE NO. 5

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

(a) Carrier violated rules of the Clerks' Agreement at the Baggage and Mail Department, Central Station, Chicago, Illinois, when on July 25, 26, 27, 28, 29, August 1, 2, 3, 4, 5, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, September 2, 5, 6, 7, 8, 9, 12, 13, 14, 15 and 16, 1955, it required Assistant Mail Foreman H. Duncan to perform the duties regularly attaching the Mail Foremen's positions.

(b) H. Duncan be compensated \$3.50 per day on the dates enumerated in part (a) of claim representing the difference between the rate paid the Assistant Mail Foreman position and the rate paid the Mail Foreman position.

OPINION: Carrier maintains a Mail and Baggage Agency at its Terminal in Chicago. Mail is handled at two platforms running northward and southward. Tracks for the handling of mail cars are located to the east end of each platform. The mail and baggage operation is a continuous one, and three consecutive shifts are maintained.

The overall supervision of the mail operation concerned with this dispute is lodged in the Mail and Baggage Agent. He exercises supervision through two assistant Mail and Baggage Agents, a General Mail Foreman, and six Mail Foremen.

The employees involved in this case, their assignments, rates of pay, and rest days are as follows:

Mail Foreman	- Beal	\$428.	7:00 a.m. to 3:30 p.m.	Rest Days: Sun. and Mon.
Mail Foreman	- Stromer	428.	7:00 a.m. to 3:30 p.m.	Rest Days: Tues. and Wed.
Asst. Mail Foreman	- Letourneau	\$16.18	7:00 a.m. to 3:30 p.m.	Rest Days: Wed. and Thur.

Beal's position is located at the south end of the mail unloading

platform, and his duties are supervising approximately 35 mail handlers, which includes supervisory employees that are assigned to unloading mail from cars and motor truck trailers, separating and dispatching mail, ordering cars placed for loading and unloading.

It also appears that Claimant Letourneau's position is assigned to work at the south end of the mail platform assisting Beal with the supervision of the employees working at this location. On the dates mentioned in the claim, Stromer was absent from work. During his absence Letourneau was required to go to the train shed and supervise the employees at that location and perform other duties regularly assigned to Stromer's position. Claimant objected to being required to assume the duties of the absent mail foreman without being compensated the rate of pay attaching to the mail foreman's position and filed this claim for additional pay.

It is the position of the Employees that Rule 50 guarantees to the employees required to perform higher rated duties the right to be compensated for such duties and responsibilities the same rate of pay as is paid to the employees who regularly perform the higher rated work, and that during the absence of the foreman, the assistant foreman by virtue of being required to perform the duties attaching to both positions, ceases to be an assistant and becomes a foreman for the reason that he was required to assume responsibility during the foreman's absence.

It is the position of the Carrier that there is no restriction in the agreement that would preclude the Carrier from exercising its managerial prerogative in the determination of the amount of supervision needed. Carrier also urges that when it permitted its mail foreman to be absent from duty, the duties performed by the employees under full coverage of the Clerks' Agreement were nothing more than the routine, related work of the position, and the responsibilities were no greater than those which have normally been required of the occupant of the position for a substantial period of time prior to the institution of this claim. At no time did any of the Claimants assume the supervisory duties attaching to the position of mail foreman.

It appears that Foreman Beal's rest days are Sunday and Monday, and Foreman Stromer's are Tuesday and Wednesday. We conclude that during Stromer's absence there was no foreman on duty on Sunday and Monday, and likewise during the period Beal was absent from work, there was no foreman on duty on Tuesday, August 9, 16, 23, and September 6, 1955, due to Stromer being absent from work observing his rest days. It follows that whatever supervision was exercised was done by Claimants. There is evidence in this case that on the days the foremen were absent, the assistant foremen did the supervising usually performed by the foremen such as releasing all outbound trains, assigning men to their proper jobs and all clerical work necessary.

We conclude that there is evidence from which it can be determined that during the absence of the foremen, the assistant foremen rendered some

supervisory work. In order to become entitled to a higher rate of pay, it is not necessary that all of the duties of the higher position be performed by the Claimant. It is sufficient if a reasonable amount of such work is performed by the person claiming pay for the higher rated position. See Award No. 4543.

It appears that there were days when both foremen were off duty because of vacation or on account of rest days, and under such circumstances, the Claimant rendered such supervision as was necessary.

The claim in the instant case is limited to the higher rate of pay for such days as both foremen were off duty.

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 as modified above.

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

June 17, 1958