

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 the Clerks' Agreement at the Baggage and Mail Department, 12th Street, Central Station, Chicago, Illinois, when on September 5, 1956, it required Baggage Handler L. Olejnik to suspend work on his regular assigned position to absorb overtime.

(b) L. Olejnik be compensated an additional day's pay at the pro rata rate of his Baggage Handler position (\$14.98)

(c) W. Coulter be compensated for wage losses sustained on September 5, 1956, representing a day's pay at punitive rate attaching his Bill Clerk position. (Pro rata rate \$15.49 per day.)

CASE NO. 2

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

(a) Carrier violated the Clerks' Agreement at the Baggage and Mail Department, 12th Street, Central Station, Chicago, Illinois, when on September 19 and 26, 1956, it required Baggage Leadman J. Kompare and on October 3, 1956, Baggage Handler E. Putnam, to suspend work on their regular assigned positions to absorb overtime.

(b) J. Kompare be compensated an additional day's pay at the pro rata rate of his Baggage Leadman position on September 19 and 26, 1956. (\$15.17)

(c) E. Putnam be compensated an additional day's pay at the pro rata rate of his Baggage Handler position. (\$14.98)

(d) L. Zuckerman be compensated for wage losses sustained on September 19, 26 and October 3, 1956, representing a day's pay at the punitive rate of his regular assigned Parcel Clerk position on each date named. (Pro rata rate \$15.37 per day.)

CASE NO. 3

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

(a) Carrier violated the Clerks' Agreement at the Baggage and Mail

Department, 12th Street, Central Station, Chicago, Illinois, when on September 27, 1956, it required Bill Clerk W. Coulter and Baggage Handler L. Olejnik to suspend work on their regular assigned positions to absorb overtime.

(b) W. Coulter be compensated an additional day's pay at the pro rata rate of his Bill Clerk position. (\$15.49)

(c) L. Olejnik be compensated an additional day's pay at the pro rata rate of his Baggage Handler position. (\$14.98)

(d) B. Hoffman be compensated for wage losses sustained on September 27, 1956, representing a day's pay at the punitive rate of pay attaching the Assistant Foreman position. (Pro rata rate \$16.18 per day.)

OPINION: Carrier maintains a force of employees at the Baggage and Mail Department, Central Station, Chicago, Illinois, to perform the clerical, baggage, and mail handling duties incidental to the operation of the station.

On September 5, 1956, Bill Clerk Hoffman was absent, and there being no extra employees available, Carrier promoted Mr. Olejnik, Mail Handler, to fill the one-day vacancy. He was compensated at the rate of pay of the regular incumbent. The position regularly occupied by Olejnik was blanked for the day.

On September 19, 26, and October 3, the employee assigned to perform relief on position regularly assigned to Zuckerman, Parcel Clerk, was absent due to illness. Carrier promoted J. Kompare, Lead Baggage Handler, to fill the vacancy on September 19 and 26, 1956. He was compensated for these two days at the rate attaching to the position of Parcel Clerk.

On October 3, 1956, Putnam, Lead Baggage Handler, filled the position in the absence of Kompare who was on his vacation. He was compensated at the rate of pay attaching to the Parcel Clerk position. The positions regularly occupied by Kompare and Putnam were blanked on the claim dates.

On September 27, 1956, Assistant Foreman Corcoran was absent due to illness, and Coulter, a bill clerk, was promoted to fill the vacancy. He was compensated at the rate of pay attaching to the position.

It is the position of the Employees that the Carrier violated the rules of the Clerks' Agreement in that Claimants were required to suspend work attached to their regular positions for the sole purpose of absorbing overtime; that when Olejnik was removed from his regular position and assigned to the vacancy, Clerk Coulter was available for work but was not used; that when Zuckerman was absent from work on account of illness, there was no qualified unassigned employees available to fill the rest days on Zuckerman's position.

It is the position of the Carrier that the practice of filling temporary vacancies has been in existence for more than 30 years; that positions

of less than 30 days need not be bulletined and are considered short vacancies; and that the intent of the agreement is that employees are entitled to be promoted to fill short vacancies provided seniority is observed.

It has been held that requisitioning of employees to perform work on temporary vacancies by the expedient of the step-up system is in violation of the agreement; see Award No. 9, Special Board of Adjustment No. 170.

It clearly appears that the Carrier has violated Rule 38 in requiring Claimants to suspend work during regular hours to absorb overtime.

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

\_\_\_\_\_  
E. M. Sharpe - Chairman

/s/ R. W. Copeland  
\_\_\_\_\_  
R. W. Copeland - Employee Member

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

Chicago, Illinois  
October 29, 1958