

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) Carrier violated rules of the Clerks' Agreement at the Stores Department, New Orleans, Louisiana, when on December 21 and 28, 1954, it required Stockman H. S. Paul to suspend work on his regular assigned position to absorb overtime.

(b) That H. S. Paul be compensated an additional two days' pay at the pro rata rate of his position. (Pro rata rate \$1.706 per hour.)

(c) That A. C. Toups be compensated for wage loss suffered on December 21 and 28, 1954, representing two days' pay at the punitive rate. (Pro rata rate \$1.766 per hour.)

OPINION: The issue in this case is whether the Carrier had a right to use Stockman H. S. Paul to fill the assignment of Chauffeur R. M. Singleton while Singleton was on vacation. The facts upon which this issue will be determined are as follows:

There are employed at the Stores Department, New Orleans, Louisiana, a force of employes of clerical craft who perform the work in the department coming within the Scope Rule of the Agreement. Chauffeur R. M. Singleton works 7:00 a.m. to 3:00 p.m. Monday through Friday; Stockman H. S. Paul works 7:00 a.m. to 3:00 p.m. Monday through Friday; Stockman A. C. Toups works 7:00 a.m. to 3:00 p.m. Wednesday through Sunday.

It appears that due to the vacation of Chauffeur Singleton, December 20 to December 31, 1954, Stockman Paul was on Tuesday, December 21 and 28, 1954, invited to suspend work on his regular stockman position and was assigned to the chauffeur position for which he was compensated at the rate of pay attaching to the chauffeur position.

It is the position of the Employes that the Carrier violated the Agreement when it denied Paul the right to perform the work regularly assigned to his position when it required him to vacate his regular position as Stockman and assigned him to the position of Chauffeur.

It is the position of the Carrier that it had a right to use Stockman Paul to fill the assignment of Chauffeur Singleton while Singleton was on vacation for the reason that employes with regular assignments may be promoted to fill short vacancies, and for the added reason that it has been the practice over

the years to promote Roster No. 4 employes to various classes of work covered by that roster in order to perform the work of the department efficiently and to give employes an opportunity to increase their earnings and prepare themselves for promotion to bulletined and supervisory positions.

We note that Stockman Paul states:

"On these two days mentioned in your letter, the chauffeur was on vacation. According to company, job did not have to be filled for that is considered as unassigned job. It so happened that truck was needed, therefore they took the regular Stockman off of his job and made him drive the truck. Regular relief man was home on his days off. There again you have a case where the storekeeper has the idea that these men are unassigned, and he has a pool to pick from just working the men where and when he sees fit to serve his needs."

We do not find in the above any request upon the part of Paul that he be assigned to Singleton's chauffeur position during his absence while on vacation. It is an accepted rule that to require an employe to suspend work on his regular assigned position in order to work on another position, except in emergencies, is considered to be a suspension of work to absorb overtime in violation of the rule prohibiting such action. It follows that the claim of Paul must be and is sustained.

It appears that Stockman Toups was also available to render chauffeur service on December 21 and December 28, 1954, but was not called. The above dates were rest days for Toups and he was available on those days for such duties. He is entitled to two days' pay at the punitive rate.

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 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 -- Employe Member

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

Chicago, Illinois
January 22, 1958