

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 Freight Station, Memphis, Tennessee, when on June 28, 1955, it failed and refused to assign Ann F. Colucci to a temporary vacancy on Chief Outbound Clerk Position No. 141.

(b) Ann F. Colucci be compensated for wage losses suffered, representing \$2.86.

OPINION: Ann F. Colucci, a clerk at the Memphis Freight Station, is listed on the Seniority Roster as of September 5, 1945. Arlene Webb, a clerk, is also listed as of December 8, 1947. On June 27, 1955, S. M. Johnson, the regular occupant of Position No. 150, was relieved for vacation purposes for five days ending July 1, 1955. On June 24, 1955, Claimant Colucci advised the employing officer of her desire to fill the position during Johnson's absence. On June 27, 1955, Claimant was assigned to work on Position No. 150.

On June 28, 1955, C. H. Stroh, the regular occupant of Position No. 141, was unable to work, and Extra Clerk Arlene Webb was called and assigned to the vacancy. It is the position of the Employees that Management is obligated to extend to the senior employee the right to select the vacancy desired each day in order to guarantee that the senior clerk would perform work when available to the maximum of five days in her work week.

It is the position of the Carrier that when Claimant agreed to fill Position No. 150, she was unavailable to fill Position No. 141, and it was under no duty to call her to fill the one-day vacancy.

The record fails to show any rule precisely defining the obligation of an employee who asserts his or her rights to fill a vacancy. While the rule does not require bulletining of vacancies of short duration, yet it is necessary that the seniority rights of employees who are eligible to fill such vacancies be adhered to. In the case at bar, Ann Colucci was the senior employee qualified to fill Positions No. 150 and 141. The fact that she was filling Position No. 150 did not disqualify her from having a right to fill vacancy No. 141.

The failure of the Carrier to call Ann Colucci to fill Position No. 141 entitles her to recoup her loss of wages by reason of such failure on the part of the Carrier.

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

Chicago, Illinois
January 28, 1958