

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 Warehouse 6 (Coffee Shed) Poydras Freight Agency, New Orleans, Louisiana, when on October 24, 25, 26, 27, 28, 31, November 1, 2, 3, and 4, 1955, it unilaterally assigned work theretofore attaching a clerical position to be performed by an employee of the Carrier occupying a position not included within the Scope Rule of its Agreement with the Brotherhood, revised as of February 1, 1954.

(b) All clerical employees adversely affected be compensated for wage losses sustained representing a day's pay at the rate of pay attaching Foreman W. Locantro's position on the dates enumerated in part (a) of claim.

NOTE: Individual employees affected by the rule violation be determined by joint check of Carrier's payroll and other records and retribution made accordingly.

OPINION: There are employed at the Poydras Freight Agency, New Orleans, Louisiana, a force of employees who perform the clerical work necessary to the operation of the agency. Carrier maintains several warehouses under the supervision of the Poydras Street Freight Agent. Such warehouses are under the direct supervision of General Foreman A. C. Curren. Warehouse No. 6 is maintained approximately one mile distant from the Poydras Street Warehouse. The operation at Warehouse No. 6 is supervised by Foreman Locantro. On the dates mentioned in the claim, A. C. Curren was absent from work for vacation purposes. During his absence, Foreman Locantro was removed from his assignment at Warehouse No. 6 and assigned to Curren's position at Poydras Street, and Assistant Agent Hott was assigned to fill the Foreman's position at Warehouse No. 6 during Locantro's absence.

It is the position of the Employees that there was no abolishment of work and that the Carrier violated the agreement when it assigned all the duties attaching to the Foreman's position at Warehouse No. 6 to an employee occupying a position totally excepted from all provisions of the Clerks' Agreement.

It is the position of the Carrier that the Employees violated the agreement when they failed to name the Claimants involved as specified in Article V, Section 1(a) of the August 21, 1954, Agreement.

We are in accord with the position of the Carrier on this issue. See Award No. 40, Special Board of Adjustment No. 170.

Award No. 49
Docket No. CL-9434

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 not violated.

AWARD: Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 170

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

R. W. Copeland - Employee Member

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

Chicago, Illinois

June 17, 1958
(Date)