

SPECIAL BOARD OF ADJUSTMENT NO. 170

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

CASE NO. 1

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

(a) Carrier violated the Rules of the Clerks' Agreement when on or about January 1, 1955, it created a position of Storekeeper in the General Stores Department, Paducah, Kentucky, excepted from Rules 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 23, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 54, 55, 56, 57, 58, 59, 60, 61 and 63. Also Rules 24, 25, 26 and 53, except in case of the occupant's dismissal from service.

(b) That Carrier shall now be required to bulletin position of Storekeeper at Paducah, Kentucky, subject to all Rules of the Clerks' Agreement.

(c) That Carrier shall compensate any and all employees affected for any wage loss sustained as a result of being deprived of promotional and seniority rights.

NOTE: Reparation to be determined by joint check of Carrier's payroll and other records.

CASE NO. 2

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

(a) Carrier violated the Rules of the Clerks' Agreement at Centralia, Illinois, when on or about September 15, 1955, it created a position of Line Stockkeeper in the Centralia District Stores Department excepted from Rules 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 23, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 54, 55, 56, 57, 58, 59, 60, 61 and 63. Also Rules 24, 25, 26 and 53, except in case of the occupant's dismissal from service.

(b) That Carrier shall now be required to bulletin position of Line Stockkeeper at Centralia, Illinois, subject to all Rules of the Clerks' Agreement.

(c) That Carrier shall compensate any and all employees affected for any wage loss sustained as a result of being deprived of promotional and seniority rights.

NOTE: Reparation to be determined by joint check of Carrier's payroll and other records.

CASE NO. 3

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

(a) Carrier violated the Rules of the Clerks' Agreement at Memphis, Tennessee, when on October 6, 1955, it created a position of Line Stockkeeper in the Johnston District Stores Department excepted from Rules 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 23, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 54, 55, 56, 57, 58, 59, 60, 61 and 63. Also Rules 24, 25, 26 and 53, except in case of the occupant's dismissal from service.

(b) That Carrier shall now be required to bulletin position of Line Stockkeeper at Memphis, Tennessee, subject to all Rules of the Clerks' Agreement.

(c) That Carrier shall compensate any and all employees affected for any wage loss sustained as a result of being deprived of promotional and seniority rights.

NOTE: Reparation to be determined by joint check of Carrier's payroll and other records.

OPINION: Carrier maintains a General Stores Department at Paducah, Kentucky, which department consists of several individual sections located in accordance with service requirements for furnishing materials and supplies to local repair facilities and the storage and reshipment of various materials and supplies to various locations on Carrier's property. On or about September 15, 1955, Carrier established an additional Line Stockkeeper position at Centralia, Illinois, excepted from all but eleven rules of the Clerks' Agreement and appointed R. W. Taylor to the newly created position. On October 6, 1955, Carrier established an additional Line Stockkeeper position at Memphis, Tennessee, also excepted from all but eleven rules of the Clerks' Agreement. F. W. Wood was appointed to the newly created position.

On or about January 1, 1955, Carrier created a position in the General Stores Department at Paducah, Kentucky.

Employees objected to the above appointments and asked that they be bulletined. The parties agreed to withhold further action on the above claims pending decision of Special Adjustment Board No. 170 in CL-7562. On February 21, 1957, the Board decided CL-7562, see Award No. 1, Special Board of Adjustment No. 170, where it was held that Carrier violated the agreement and the claim was sustained.

On March 7, 1957, the positions heretofore created by Carrier were abolished.

It is the position of Employees that the positions created and later abolished are subject to all rules of the current agreement and that decision in the instant case is controlled by Award No. 1, Special Board of Adjustment No. 170, where we held that if the Carrier desires to except positions to be established in the future from coverage of any rule of the agreement, such desire should have been expressed during negotiations and by agreement and made a part of the rules.

It is also the position of the Employees that an agreement was entered into with the Carrier to hold this case in abeyance until Docket CL-7562 was decided. The agreement also provided that "this handling is without prejudice to the rights of either party." The above case has been decided in Award No. 1, Special Board of Adjustment No. 170, and that by reason of the above agreement, the Carrier is denied the right to raise the issue that the claim is void by reason of the fact that Claimants were not properly named.

Carrier urges that under Award No. 40, Special Board of Adjustment No. 170, this issue may be raised at any time.

We are in accord with the views of the Carrier as this issue was decided in Award No. 40, supra.

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 the 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

(Date)