

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 Paducah, Kentucky, when on March 5, 1956, it denied G. Y. Johnston the right to exercise his seniority and promotional rights to a new Storehouse Laborer position established to work in Class 26, Diesel Material section.

(b) G. Y. Johnston be compensated eight (8) hours' pay at \$1.73 per hour on each work day retroactive to March 5, 1956, and forward to date the rules violation is corrected.

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

OPINION: The Carrier's Stores Department maintains store facilities at Paducah, Kentucky, where several classes of employees are on duty including a force of approximately 150 laborers with the same hours, days of assignment, and rate of pay. All of these laborers check in and out at time clocks located about 100 yards apart. The positions are not bulletined, and the employees as "laborers" are not assigned to a specific kind of manual work. Some phases of manual work are completed each day or part of a day, and in such cases laborers are shifted from one location to another. The force of employees who perform this work incidental to the operation of the department come within the Scope Rule of the Clerks' Agreement. Prior to the date of this claim Johnston and Davis were employed as Storehouse Laborers, with Johnston having the longest seniority period. Claimant Johnston as well as Davis were assigned to laborer positions in the scrap yard where they were required to sort and handle steel materials reduced to scrap from destroyed locomotives.

The handling of Diesel Material increased to the extent that it became necessary to increase the labor force in that section of the yard. On March 5, 1956, Davis was assigned to this section and was required to report to the Diesel Material Section for work each day of his work week.

Claimant Johnston objected to the assignment of Davis for the reason that the position should be assigned to Johnston on the basis of seniority in accordance with Rule 7(b) of the agreement.

It is the position of Employees that the proper application of Rule 7(b) requires Carrier's officers to offer a vacancy or new laborer position to the employees working at the station or office where the vacancy or new position occurs

in the order of their seniority rank appearing in the respective seniority roster.

It is the position of the Carrier that the fluctuation in the work load and the kind of work to be performed results in a continual shifting of laborers from one job to another; that the positions are not bulletined and no one is assigned to a specific kind of work; moreover, the rules do not restrict the Carrier from requiring any laborer to perform any manual work which is recognized as laborer's work.

We note that laborers' positions are not bulletined nor are they guaranteed any number of days of work per week. Seniority rights of laborers entitle them to bid for positions bulletined under the provisions of Rule 23, and in the event of a decrease in work, the junior employees are first laid off from work. We find nothing in the agreement creating a position known as Diesel Material, nor do we find that any laborer has any fixed assignment with regularly assigned duties. We hold that the Carrier is not restricted in utilizing its labor force in the manner complained of in this case.

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
E. M. Sharpe - Chairman

R. W. Copeland - Employee Member

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

Chicago, Illinois

June 17, 1958
(Date)