

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 the Clerks' Agreement when on March 29, 1956, it failed and refused to assign Mrs. E. M. Groseclose to position No. 118, Clerk, Johnston Yard, Memphis, Tennessee.

(b) Mrs. E. M. Groseclose be compensated for wage losses sustained representing a day's pay at pro rata rate (\$15.25) for each day she did not work from March 29, 1956, and forward to May 18, 1956, the date senior clerk exercised displacement rights to position 118. Wage losses also representing the difference between the rates of the position she filled and the rate of the position she should have filled. (Position 118 pro rata rate \$15.25 per day.)

(c) W. K. Rowe, R. D. Moore, Mrs. C. L. Perry, Mrs. H. J. Richardson, Mrs. A. L. Keenum and L. W. Lawrence be compensated for all wage losses sustained representing a day's pay at the pro rata rate of the position they would have filled had Mrs. Groseclose been assigned Position 118 as required under the Agreement rules; wage losses also representing difference in rates of pay for the above-named employees.

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

OPINION: There are employed on the Memphis Terminal Division at Memphis, Tennessee, a yard force of clerical employees who perform the clerical work in connection with the operation of the Memphis Terminal Division.

The employees concerned in this claim, with their respective seniority rank on the Memphis Terminal clerical seniority roster No. 1, are as follows:

174	Mrs. E. M. Groseclose	November 29, 1952
176	W. K. Rowe	December 30, 1952
179	R. D. Moore	February 14, 1953
180	Mrs. C. L. Perry	February 26, 1953
183	Mrs. H. J. Richardson	June 6, 1953
187	Mrs. A. L. Keenum	September 7, 1953
190	L. W. Lawrence	September 13, 1954
193	C. B. Clark	December 3, 1955

On March 22, 1956, Carrier issued Bulletin No. Y-43 advertising a position of clerk at Johnston Yard, Memphis, Tennessee, hours 11:00 p.m. to 7:00 a.m.,

rate \$15.25 per day, rest days Tuesday and Wednesday. On March 29, 1956, Superintendent Jones awarded the position by bulletin to C. B. Clark, a clerk with seniority rating as of December 3, 1955. It appears that prior to the date of the instant claim, Mrs. Groseclose had been displaced from her position by the operation of Rule 18 and having sufficient seniority to displace a junior employee on another position, elected to exercise her rights under Items (b) and (c) of Section (1) of the Interpretation to Rule 18, effective July 1, 1942.

Position No. 118 was vacant due to the regular incumbent being granted leave of absence on account of illness. The position when bulletined described the pay and duties and with notice that it was a temporary vacancy. Clark's assignment to position No. 118 continued until May 18, 1956, at which time he was displaced by the exercise of seniority rights by an employee senior to all those concerned here.

The dispute in the instant case involves the application of the Interpretation of Rule 18, effective July 1, 1942:

"Interpretation -- Effective July 1, 1942

"The following rulings shall apply to employes filling positions within the scope of the clerks' schedule when they are displaced or their positions are abolished, if they are entitled by their seniority to displace other employes.

"(1) Within ninety (90) days from the date an employe is displaced or his position is abolished, he must do one of the following:

(a) Displace an employe his junior,

(b) Notify the officer in writing who issues bulletins in his seniority district of his desire to take such extra work as may be available to him on his seniority district which he is qualified to perform, or

(c) Notify the officer in writing who issues bulletins in his seniority district of his desire to take such extra work as may be available to him, which he is qualified to perform, at a point or points designated by him.

"(2) An employe who is displaced from a regular position, or whose regular position is abolished while he is filling a short vacancy, indefinite vacancy, or a long vacancy as defined in Rules 12, 13 and 14 of the schedule agreement, if he is entitled by his seniority to displace another employe, shall, within ninety (90) days from the date such vacancy terminates, comply with the provisions of paragraph (1) of this interpretation or lose his seniority rights.

"(3) If an employe fails to comply with the provisions of paragraph (1) of this interpretation within ninety (90) days, he will lose his seniority rights. This will not apply to an employe who is displaced or whose position is abolished while he is on authorized leave of absence.

"(4) If an employe elects to take extra work, he will thereafter be restricted to such extra work as he elected to take, except as otherwise provided herein, until he is awarded and assigned a position subsequent to the date he elected to take extra work.

"(5) It is agreed that any employe now performing extra work pursuant to terms of agreement effective October 1, 1938, shall be governed by the terms of this agreement from its effective date.

"(6) An employe who has elected to exercise his rights to options (b) and (c) of paragraph (1) of this interpretation, who subsequently becomes entitled by his seniority to a new position or vacancy considered as permanent or of substantial duration that he is qualified to fill, shall be notified to return to service in accordance with the provisions of Rule 18 with copy of such notification furnished the Division Chairman. In the event employe does not return to service within seven (7) days, he will be considered out of service unless granted leave of absence in accordance with the provisions of Rule 27."

It is the position of the Employees that under Section (6) of the Interpretation of Rule 18 Mrs. Groseclose should have been notified to protect the vacancy in view of the fact that she was the senior clerk in the extra board status and if she refused and failed to protect the vacancy within seven days after notification, she should have been out of the service and her name removed from the Clerks' seniority roster. In the event of her failure or refusal to protect the vacancy and her name was removed from the Clerks' seniority roster, the next senior extra clerk should have been called as required under Section (6) of the Interpretation.

It is the position of the Employees that decision in the instant case is controlled by Award No. 31, Special Board of Adjustment No. 170, where under similar facts it was held that the employe was entitled to be officially notified of the vacancy and by reason of seniority was entitled to the position.

We conclude that the above award controls the issue in the instant 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:

Award No. 56
Docket No. CL-9809

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/ Edward M. Sharpe
Edward M. Sharpe - Chairman

/s/ R. W. Copeland
R. W. Copeland - Employe Member

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

Chicago, Illinois

June 17, 1958
(Date)