

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 General Stores Department, Paducah, Kentucky, when on April 2, 1956, it denied L. L. Powell the right to exercise his seniority and promotional rights to Storehouse laborer position in Reclamation Shop occupied by B. R. English.

(b) L. L. Powell be compensated eight (8) hours' pay at \$1.73 per hour on each workday retroactive to April 4, 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: Claimant Powell is a storehouse laborer at the Paducah Storehouse, Paducah, Kentucky, with a seniority date of May 5, 1953, on Seniority Roster No. 4 of the Paducah Storehouse. He was performing work on a position located on the second floor of the Storehouse before and at the time he entered military service on March 8, 1954.

He returned from military service on April 2, 1956. Upon return to service with the Carrier he performed labor service as a storehouse laborer in the Scrap Yard. Upon his return, he asked to replace Mr. English from his position in the Reclamation Shop. He was denied this right. English is his junior on the Seniority Roster.

It is the position of Employees that when Claimant returned from military service he was entitled to his former position of a storehouse laborer located on the second floor of the Storehouse, by virtue of the terms of the Memorandum Agreement in regard to military service executed between the Carrier and the Employees in April, 1945.

The substance of this agreement is that upon return from military service an employee is entitled to his former position provided said position is not occupied by a senior employee or has not been abolished.

It is the position of the Carrier that Roster 4 employees do not occupy positions assigned to them by bulletin, nor are they guaranteed a specific number of days' work per week, and the agreement does not restrict the Carrier from requiring any laborer to perform any manual work which is recognized as laborer's

work.

We are of the opinion that the issue involved in this case is controlled by Award No. 55, Special Board of Adjustment No. 170, where we said: "... 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."

We note that the above award related to the labor force at Paducah, Kentucky, which is the same location as in the present case. The issue is the same.

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.

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/s/ Edward M. Sharpe

E. M. Sharpe - Chairman

/s/ R. W. Copeland

R. W. Copeland - Employee Member

/s/ E. H. Hallmann

E. H. Hallmann - Carrier Member

Chicago, Illinois
October 29, 1958