

Award No. 11858
Docket No. CL-10295

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

TENNESSEE CENTRAL RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that the Carrier violated the Agreement:

(1) When on June 1, 1956 it failed to recall an unassigned employee Mrs. Mable L. Lowry for the position of Interline Ticket Clerk in the Accounting Office of the Tennessee Central Railway Company at Nashville, Tennessee.

(2) When it hired an apprentice clerk for the position, June 1, 1956 and subsequently refused to allow the Claimant, her seniority rights to bid, or displace the junior employee, on the position.

(3) When the Carrier abolished the position of Interline Ticket Clerk on July 1, 1956 and allowed the apprentice clerk (Mr. Joe Wright) to continue on the position in violation of Our Rules of the Contract.

(4) Carrier should allow Mrs. Mabel L. Lowry to displace the junior employee, thereby retaining her seniority and compensate Claimant for all monetary loss suffered by her as a result of this unilateral action of the Company.

EMPLOYEES' STATEMENT OF FACTS: There is an Agreement between the Tennessee Central Railway Company and its Clerical and Station Employees bearing the effective date of September 15, 1938. That certain rules are involved in instant claim which are hereinafter shown.

Miss Annie Grewar, Interline Ticket Clerk in the Accounting Department in Nashville, Tennessee retired, effective at the end of her tour of duty May 30, 1956. On June 1, 1956 an Apprentice Clerk was hired for the position, doing the same duties as previously performed by Miss Grewar and he continued to perform these duties even though the position was formally abolished effective July 1, 1956. The apprentice clerk (Mr. Joe Wright) had no prior seniority with the Company.

OPINION OF BOARD: In Award No. 10365 involving the parties hereto and the same Agreement we resolved the interpretation and application of the Rules in an analogous factual situation. As in Award No. 10365 we will sustain the Claim. But, in conformity with the cited Award, reparation to the Claimant, herein, is limited to and shall be at the rate of the Interline Ticket Clerk position for each work day from June 1, 1956, to July 1, 1956, and at the Sorter Clerk's rate beginning on the latter date to the date apprentice Joe Wright was transferred to the Rate and Division sub-department.

FINDINGS: The Third Division of the Adjustment Board, after giving 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, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Carrier violated the Agreement.

AWARD

Claim sustained with monetary award as prescribed in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of November 1963.