

Award No. 15074
Docket No. CL-14175

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arnold Zack, Referee

PARTIES TO DISPUTE:

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

THE CINCINNATI UNION TERMINAL COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5352) that:

(1) Carrier violated the Rules of the current Clerks' Agreement when on July 11, 12 and 13, 1962, it utilized the services of a person not holding seniority on the Clerks' Seniority Roster to perform work in the Ticket Office, and

(2) That Margie Thompson, furloughed employe holding seniority on the Clerks' Roster, now be allowed one day's pay each date for July 11, 12 and 13, 1962.

EMPLOYEES' STATEMENT OF FACTS: Claimant Margie Thompson is a furloughed employe holding seniority on the clerical roster of the Cincinnati Union Terminal Company. She was available to perform extra or relief work and had been worked in the Ticket Office on accounting work on May 28, 29 and 31, 1962.

On July 11, 12 and 13, 1962 there was again need for an extra employe in the Ticket Office, but instead of calling furloughed employe Margie Thompson, Carrier elected to utilize the services of one Rosaleen Jaehnen who was neither an employe of the Company nor did she hold seniority on the clerical roster.

The work performed by Rosaleen Jaehnen was accounting work in the Ticket Office, even though she was carried on the payroll as "Ticket Clerk-Diagram Clerk" and allowed compensation at the rate of such position.

CARRIER'S STATEMENT OF FACTS: There is an Agreement in effect between the Cincinnati Union Terminal Company and the Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employees with effective date of July 1, 1946, amended September 1, 1949, amended February 1, 1956, with amendments up to date, which is controlling in the present dispute and which is hereby made a part of this dispute.

OPINION OF BOARD: On July 11, 12 and 13, 1962 an extra employe was required in the Carrier's Ticket Office. The Carrier hired Rosaleen Jaehnen, who had had experience as a Telephone Operator to fill this position.

Mrs. Margie Thompson, who was hired on May 18, 1959 and worked until November 3, 1960, when she was furloughed, had been called in to work in the Ticket Office May 28, 29 and 31, 1962.

The instant claim was filed on her behalf as a furloughed employe, claiming that Rosaleen Jaehnen was not an employe of the Company and did not hold seniority on the clerical roster.

The Organization contends that the work here being performed was accounting work in the Ticket Office in which Mrs. Thompson was competent; that such work is reserved to employes of the Organization under the Scope Rule; and that the seniority provisions of the parties' Agreement require the recall of furloughed employes for such work before outsiders may be hired.

The Carrier asserts that the work in dispute was of a technical nature for which the Claimant was not trained and for which she had never indicated her availability. Accordingly, it concludes that it acted properly in hiring a new employe with previous pertinent experience for this work.

The evidence indicates that the dispute work to be performed at the Carrier's Ticket Office was not of the accounting type which the Claimant normally performed. It is clear that the work was more concerned with time tables, fares, rates and ticket selling routines, and that Claimant had neither performed such tasks nor sought an opportunity to be trained therefore.

Although the Carrier is required by Rule 17 of the parties Agreement to give preference on extra work to furloughed employes, we find nothing therein which prohibits it from hiring employes qualified for an open position when the furloughed employes lack the necessary qualifications for filling it.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 16th day of December 1966.

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