

**Award No. 16327**

**Docket No. CL-16729**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Bill Heskett, Referee**

**PARTIES TO DISPUTE:**

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

**SOUTHERN RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood (GL-6096) that:

(a) Carrier violated the agreement at Atlanta, Georgia, when it denied Mr. M. C. Kilpatrick the displacement rights that had accrued to him under our Agreement rules when he was not allowed to displace on a Statistical Clerk position without taking two weeks of his own time to learn the duties of the position.

(b) Mr. Kilpatrick shall be compensated for 9 cents per day difference between the rate of \$21.82 per day and \$21.91 per day until allowed to displace on the position of his choice.

**EMPLOYEES' STATEMENT OF FACTS:** This dispute is between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees as the representative of the Class or Craft of employees in which the claimant in this case holds position and the Southern Railway Company.

Mr. M. C. Kilpatrick is carried on the Southern Railway System, Accounting Department, Seniority Roster — Group 1, Clerks, Office of Director Revenue Accounting (Freight Accounting District) with a seniority date of April 16, 1929. He, at the time of this claim, had been an employe of the Southern Railway Company for more than thirty-five years.

Mr. W. H. Allen, the clerk he desired to displace, is carried on the same Seniority Roster with a seniority date of July 1, 1929.

Mr. Kilpatrick accrued a displacement, under the provisions of our Agreement rules, effective February 15, 1965, when his position of Adjustment Clerk was abolished. He desired to displace Mr. W. H. Allen from the position of Statistical Clerk, rate \$21.91 per day but was told that he could not displace on this position until he had given two weeks of his own time learning the duties of the position. Mr. Kilpatrick did not think that he should be required

following manner, except that merit, capacity and qualifications being sufficient, seniority shall govern:

\* \* \* \* \*

NOTE NO. 1: The word 'sufficient' as used above is intended to establish the right of the senior **qualified** employees to be assigned to new positions or vacancies covered by Section (a) of this Rule 16 over junior qualified employees." (Emphasis ours.)

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"RULE 21.  
REDUCING FORCES AND EXERCISING SENIORITY  
(Revised, effective October 1, 1938.)

(a) When forces are reduced, employees affected will be given all reasonable notice practicable (in no case less than thirty-six (36) hours) and will be eligible to any position on their respective seniority district to which their seniority and qualifications entitle them under this schedule. Employees, other than those embraced in Groups 4 and 5 will be required to avail themselves of this rule within thirty (30) days. (Emphasis ours.)

\* \* \* \* \*

(Exhibits not reproduced.)

**OPINION OF BOARD:** We must deny this claim on the reasoning and logic of Referee Dorsey in Awards No. 15164 and No. 15165, where the parties, agreements and issues were the same as those presented in the instant claim.

**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 Employee 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 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 24th day of May 1968.

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