

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21574
Docket Number CL-21081

Lloyd H. Bailer, Referee

(Brotherhood of **Railway**, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station **Employees**

PARTIES TO DISPUTE: (

(The Lehigh and Hudson River Railway **Company**
(John G. Troiano, **Trustee**

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood
(GL-7863) **that:**

1. Carrier violated Article VII of Mediation Agreement Case No. A-8853, Sub - No. 1 dated February **21, 1971** and Rules 1 and 26 of the Current Clerks Agreement and Article V of the August **21, 1954 Agreement and that:**

2. **Claimant Ms. Jennie A. Mondello** be **compensated** at the rate of **time** and one-half for the following hours and days:

May 16, 1974 - 4 hours	June 4, 1974 - 4 hours
" 21, " 1 $\frac{1}{2}$ "	" 5 " 4 "
" 22, " 1 $\frac{1}{2}$ "	" 6 " 4 "
" 23 " 4 "	" 7 " 4 "
" 28 " 4 "	" 10 " 4 "
" 29 " 4 "	" 11 " 4 "
" 30 " 4 "	" 12 " 4 "
" 31 " 4 "	" 13 " 4 "
June 3 " 3 "	" 14 " 4 "

OPINION OF BOARD: Claim was initially filed June **25, 1974**, timely denied, appealed on August 20, 1974 to Carrier's highest officer **designated** to handle such **matters**, and discussions were held thereafter concerning not only settlement of the claim on a **compromise** basis but also extensions of **time** limits in order to give the matter further consideration.

That **Claimant** was "**assigned**" half-time to leave her regular **assignment** as **Traffic** Clerk and perform work on an "abolished" Car Record Clerk position from May 15 to **June 3, 1974**, and retained to assist the Car Record Clerk from June 3 to June 17, 1974, is apparent **in** the record and also appears in the Opinion of Board of this Division's Award 20996.

Award 20996 found that Article VII(a) was violated in that **Claimant** therein should have received the **usual** notice of job abolishment, but the award did not find the abolishment itself to be in violation of the **Agreement** and it is not proper to consider such argument here inasmuch as it was not raised on the property.

We are not disposed to sustain the **claim** on the basis of the **Time Limit Rule** and the **arguments** relative to waiver thereof contained in the record. Rather, it appears from the record that the **parties** were on the verge of settling the **claim** for a flat sum of \$300.00 **until** the procedural arguments arose and the parties' positions hardened.

Without reciting **all of** the elements in the record which lead us to our conclusion, we will **find** that the **Agreement** was violated to the extent that we **will** award Claimant the **sum** of \$300.00.

We would also point out that had the parties spent the same **amount of time** and effort attempting to reach **agreement** with respect to temporarily adjusting forces prior to the fact, the charges of improper abolishment, suspension of work to avoid **overtime**, and wrongful **assignment of** schedule work to excepted **employees** would doubtless have been avoided.

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 **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 **Agreement** was violated.

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Claim sustained to extent indicated in Opinion of Board.

NATIONAL RAILROAD ADJUSTMENT BOARD

By Order of Third Division

ATTEST:

A.W. Paulos

Executive Secretary

Dated at Chicago, Illinois, this 17th day of June 1977.