

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21641
Docket Number CL-21545

Robert W. Smedley, Referee

PARTIES TO DISPUTE: ((Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employees
(Seaboard Coast Line Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood,
GL-8037, that:

1. Carrier violated Rule 18 - SENIORITY, and other rules of the Agreement, when it failed and refused to call a "T" designated employee in filling temporary vacancy, Abbeville, South Carolina, July 28, 1974.

2. Carrier shall be required to compensate the senior idle extra "T" designated employee eight (8) hours at the applicable rate of Clerk-Operator position, Abbeville, South Carolina, July 28, 1974, and if no idle extra "T" designated employee Carrier shall be required to compensate Agent-Operator G. J. Davis, Elberton, Georgia, eight (8) hours pay July 28, 1974, for the violation aforesaid.

OPINION OF BOARD: Sunday, July 28, 1974, extra operator D. S. Taylor was scheduled to work the second trick assignment at Abbeville, South Carolina. Taylor reported ill, and the Carrier called D. M. Massey to fill the vacancy.

The complaint is that Taylor was a telegrapher and Massey, being a clerk, did not have priority for the assignment. The Union suggests that the Carrier should have called agent-operator G. J. Davis or, if not him, someone having priority. The Carrier admittedly did **not** consider priority of assignment but filled the vacancy with what it considered the closest available qualified **employee**.

Rule 18, SENIORITY, paragraph (e) reads:

"(e) Temporary positions or vacancies of less than thirty (30) days' duration will be filled by extra board employees who are subject to 'call service'; the senior qualified employee, when available, will be given preference, but cannot claim extra work in excess of forty (40) hours in his work week if a junior **extra** employee who has had less than forty (40) **hours** of work in his work week is available."

Additionally, by the February 25, 1971 National Clerks Agreement and the Implementing Agreement of October 29, 1971, **clerk-telegrapher** work was consolidated, and during a three year phase-in **telegraphers, or "T"** designated workers, were to have priority of assignment for **"T"** vacancies and clerks for **"C"** vacancies. The incident was within the three years.

The Carrier states, somewhat belatedly, that there was an emergency and that Davis lived 54.7 miles away while Massey was 31.5 away. Apparently by highway the difference was more like 17 miles. There is absolutely no evidence of emergency. The record is silent as to when Taylor called in.

It clearly appears that the Carrier resorted to expediency and ignored the priority agreements. Both parts of the stated claim will be sustained. As to claim number 2 for eight hours compensation, this will be worked out on the property in a manner consistent with this award.

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

The agreement was violated.

A W A R D

Claim sustained.



NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 29th day of July 1977.