

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22143
Docket Number CL-21844

Don Hamilton, Referee

PARTIES TO DISPUTE: (**Brotherhood of Railway, Airline and
Steamship Clerks, Freight Handlers,
Express and Station Employees**
(**Consolidated Rail Corporation
(Former Lehigh Valley Railroad Company)**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
m-8225) that:

(a) The Carrier violated the Rules Agreement, effective May 1, 1955, particularly Rules 1 (Scope) 3, 7 and others, when it failed to call an extra clerk to fill a vacancy on position of Yard Clerk-Messenger at Irvington, New Jersey and required, or permitted, the incumbent of a "P" position to perform the work of the vacant clerical position on the date of November 18, 1974.

(b) The Carrier now be required to compensate Extra Clerk . Edward G. Miller for one day at the pro-rata rate of the said Yard Clerk-Messenger position for the date of November 18, 1974.

OPINION OF BOARD: Claimant was assigned to an extra list maintained pursuant to agreement Rule 26. The extra list was established for the purpose of protecting vacancies on regular positions and the performance of extra clerical work at various carrier locations including Irvington, New Jersey, the location involved in this dispute.

On Friday, November 15, 1974, Claimant, as required by the extra list agreement, reported to the supervisor in charge of the extra list and was told that at that time it was not anticipated that his services would be needed prior to the next scheduled reporting time which would be following Monday afternoon. Claimant nonetheless kept himself available for call in the event an unexpected vacancy occurred. On Monday morning, November 18, 1974, a vacancy did occur as a result of a yard clerk messenger being permitted to lay off on that date. Claimant was not called to fill the vacancy. The Carrier denies the claim on two bases: (1) Claimant was not qualified to perform the work of the vacant position. (2) He failed to comply with the report* requirements of paragraph 5 of the extra list agreement.

We find Carrier's qualification argument without merit. There is evidence in the record that newly hired individuals were placed on this same vacancy without any requirement of prior training or experience and that, subsequent to the claim date, Claimant himself had been called for and used on the same position without prior training or experience. As to the alleged failure to comply with reporting requirements, there is simply no evidence of record to support it. The claim will be sustained.

FINDINGS: The Third Division of the Adjustment Board, upon the whole recordand 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.

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 31st day of July 1978.

