

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number 22202

Docket Number CL-22103

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station **Employees**
(
(Southern Pacific Transportation Company
((Pacific Lines)

STATEMENT OF CLAIM: Claim of the **System Committee** of the Brotherhood
(GL-8367) that:

(a) The Southern Pacific **Transportation** Company violated the **current** Clerks' Agreement when it failed to assign Clerk **Florence** Okafor to General Steno-Clerk Position No. 106 **instead** of junior clerk V. R. Carter; and,

(b) The Southern Pacific Transportation Company shall **now** be required to compensate Clerk **Okafor** at the rate of Position No. 106 for **May** 16, 1974 and each date thereafter until she is placed thereon.

OPINION OF BOARD: On May 2, 1974, the Claimant applied for a General Clerk Steno position which was then vacant. She completed a shorthand-typing test for the position; however, when the position **was** assigned to a junior **employee**, she requested an investigation asserting that the test was unfairly and unjustly administered.

The Carrier has continued to insist that the **Claimant** was not qualified for the position.

The Carrier points out that when Claimant was interviewed, subsequent to submitting her bid, it became apparent that she had no prior general clerical experience and that her bid was eventually rejected based upon a lack of sufficient experience and qualifications to handle the work involved in the position, and because of her unsatisfactory **performance** in a dictation and typing test.

Rule 27 is pertinent to this dispute:

"Rule 27:

PROMOTIONS, ASSIGNMENTS, DISPLACEMENTS

Emplcyes **covered** by these rules shall be in line for promotion. Promotions, assignments and displacements shall be based **on** seniority, fitness and ability; fitness and ability being sufficient, seniority shall prevail.

NOTE: The word 'sufficient' is intended to more clearly establish the right of the senior emplcyce to bid in a new position or vacancy, **or** to displace a junior emplcyce, where two or more **employees** have adequate fitness and ability. In such cases the senior emplcyce will be awarded the position unless it is obvious he cannot qualify. Emplcyes shall be **given** cooperation in their efforts to qualify."

We have considered all of the various assertions made by the Claimant concerning prejudice, prejudgment, etc.; however, in the final analysis, and after consideration of the entire record, this Board is of the view that the Claimant failed a test which was reasonably related to the qualifications for the position and which was reasonably administered.

Of course, each dispute such as this must be considered based upon its **own individual** merits, and in this case we are unable to establish that the Claimant has set forth any basis for a **determination** that the Carrier violated the Agreement.

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 Emplcyes within the meaning of the Railway Labor Act, as approved June 21, 1934;

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That this Division of the Adjustment Board has jurisdiction
over the dispute involved herein; and

That the **Agreement was** not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ~~ADJUSTMENT~~ BOARD
By Order of Third Division

ATTEST::


Executive Secretary

Dated at Chicago, Illinois, this 13th day of October 1978.