

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23044
Docket Number CL-23043

Rodney E. Dennis, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station **Employees**
PARTIES TO DISPUTE: (
(Illinois central Gulf Railroad Company

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood
(GL-8821) that:

(1) Carrier violated the Rules of the **Clerks'** Agreement on February 16, 1976 (Washington's Birthday), particularly Rule 34, when it failed to utilize **Mr. T. E. McTaggart to perform** the work necessary on his position, and **instead** had such work performed by Clerk M. Anderson, and

(2) **That Mr. T. E. McTaggart now** be allowed **five** hours and twenty minutes **pay** at the rate of time and one-half for February 16, 1976 account not properly called to perform service on **his** regular position on **this holiday**.

OPINION OF BOARD: **Claimant**, a car control clerk in Baton Rouge, Louisiana, was assigned to **Position No. 143**. On Washington's Birthday, positions **No. 143** and **173** were **combined, as** allowed by contract. According to **that** contract, **specifically** Rule 34 (F)2, when **positions** are **combined**, work on a holiday **will** be offered to the most senior employe affected by the combined positions.

In the **instant** case, while the incumbent in job 173 was more senior **than claimant**, he was not available for work, being on vacation. Claimant was not offered the opportunity **to** fill the **combined** position, **because**, according to carrier, he was not **qualified** to perform the **duties** of **Position 173**. He was not qualified **to** perform the duties of job **143** and no other clerk's job at the **location**.

Carrier therefore called a storekeeper from the **storehouse** to cover the job on the holiday. His job had been blanked **and** was not **combined** with another position. **He was qualified to perform the work** of the combined position. **Claimant**, upon learning that his job was worked on the holiday, **filed** a grievance that was not resolved on the property and **is** therefore now before **this** Board for **resolution**.

The issue in this case is, was the Carrier required to call claimant to cover the combined positions on the holiday if he was not qualified to perform the work? The answer to that question is obviously no. Carrier stated at the outset of this claim that claimant was not qualified. At no time in the handling of this case on the property or in its ex parte submission did the Organization challenge this statement or even disagree with it. This Board can only conclude that claimant could not do the work in question and that Carrier was correct in not placing him on a job that he could not perform.

The question of whether Storekeeper Anderson should have been called to fill the job and whether Carrier had the right to combine a position in such a way so that one or more incumbents were not qualified to fill the combined position is not central to this claim and will not be addressed by the Board at this time.

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 not violated,

A W A R D

claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 14th day of November 1980.