

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23881
Docket Number CL-28105

Martin F. Scheinman, 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-8862)
that:

1. Company violated the agreement between the parties on January 28, 1978, when company refused and failed to properly award Relief Position 49, a bulletin position, to the senior successful applicant, Clerk J. M. Bell at Memphis, Tennessee.

2. Company shall now compensate Clerk J. M. Bell at the rate of Position 202, \$58.81, for each Friday and Saturday; for Position 157, \$60.94, for each Sunday; and for Position 159 for each Monday and Tuesday of the workweek, plus all subsequent rate increases, in addition to any other compensation she has received, beginning January 28, 1978, and continuing thru March 2, 1978.

3. Company shall also compensate Clerk J. M. Bell an additional \$3.00 per day, as provided by Rule 8(b) of the agreement, due to her being withheld from the position.

OPINION OF BOARD: Claimant, J. M. Bell, applied for Relief Position 49 which was bulletined on January 26, 1978. Relief Position 49 has the following assignment:

Friday	Position 202
Saturday	Position 202
Sunday	Position 157
Monday	Position 159
Tuesday	Position 159
Wednesday	Rest Day
Thursday	Rest Day

Claimant was the senior bidder for the position. However, Carrier awarded the position to D. R. Stokes, a junior employee. Carrier took the position that Claimant was not "immediately qualified" to fill Position 157. Carrier did acknowledge that Claimant did have the fitness and ability to learn the position if given the time to do so.

The facts in this case are quite unusual. First, Claimant was clearly qualified to perform the work on Relief Position 49 on four of five days. This much is disputed. Second, Carrier agrees that Claimant could perform the job after a short amount of training. Third, Claimant has learned many other positions for Carrier.

In all, we are persuaded that Carrier should have given Claimant the vacancy. When it failed to do so it violated the Agreement. Claimant shall be paid the difference between what she earned and what she would have earned.

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 weaning of the Railway **Labor** Act, as approved June 21, 1934;

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

That the Agreement was violated.

A W A R D

Claim sustained in accordance with the opinion.

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

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 13th day of Way, 1982.

