

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21975
Docket Number CL-21941

Don Hamilton, Referee

PARTIES TO DISPUTE:

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employees
(
(The Baltimore and Ohio Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood,
GL-8308, that:

1. Carrier violated the Agreement between the parties when, effective December 15, 1973 and continuing dates of December 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30, 31, 1973; January 1, 2 and 5, 1974, it appointed and required an employee who had not passed the Class 1 Wire Chief Examination, to perform service on Wire Chief position at "GO" Office, Baltimore, Maryland.

2. Carrier shall, as a result, compensate available qualified Wire Chief A. Nelson, eight (8) hours' pay for the dates of December 15, 18, 19, 22, 25, 26, 29, 1973 and January 5, 1974; also compensate available qualified Wire Chief L. J. Impegnatelli, eight (8) hours' pay for the dates of December 16, 17, 23, 24, 30, 31, 1973 and January 1 and 2, 1974.

OPINION OF BOARD: Rule 69(b)(1) provides:

"No employee will be appointed to, or permitted to displace on, a Wire Chief position who has not passed the Class 1 examination."

In this case, a third trick Wire Chief vacancy was bulletined and no bids were received from anyone in the Wire Chief class. An employee who had no standing as a Wire Chief was assigned to the vacancy and was trained on the job until he was able to pass the Class 1 examination.

The Claimants were regularly assigned to Wire Chief positions on other tricks.

The Carrier argues that in a case where all established Wire Chiefs are regularly and fully employed, the Carrier is not prohibited from providing training to a potential new or additional Wire Chief.

The Organization asserts that the rule is clear and unambiguous.

The Board holds that the rule is clear and unambiguous and that the Carrier erred in permitting an employe to displace on a Wire Chief position when he had not passed the Class 1 examination.

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 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 March 1978.

