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AWARD NO. 11
CASE NO. 11

SPECIAL BOARD OF ADJUSTMENT NO. 171

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES
vs
GREAT NORTHERN RAILWAY COMPANY

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that the Carrier violated the rules of the current agreement.

"1. When, during the period of January 17 to February 3, 1956, a junior employee worked the position of Assistant Chief Clerk and the senior employee was denied the right to the position, Carrier contending that he was not qualified for said position.

"2. That the Carrier now be required to compensate Edward J. Paulus, the senior employee, for the period January 17 to February 3, 1956, inclusive, at the rate of pay applicable to the position.

FINDINGS: This Special Board of Adjustment, upon the whole record and all the evidence, finds that:

The Carrier and the employee or employees in this dispute are respectively Carrier and employees within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Special Board of Adjustment has jurisdiction over the dispute involved herein.

The employees state that on January 17, 1956, a vacancy occurred, due to a vacation, in the position of Assistant Chief Clerk in the Superior Yard, and that this position was filled from the extra list. Employee Frank J. O'Keefe, with a seniority date of September 1, 1949, was called to fill this position. The grievant, Edward J. Paulus, had a seniority date of June 1, 1949, and he contends that because he was senior to employee O'Keefe, he should have been called to fill the vacancy.

The employees introduced into evidence a signed statement of Frank J. O'Keefe that he had worked the job during the 8:00 A.M. to 4:00 P.M. shift for a period of two or three days prior to the time La Chapelle went on vacation, and that, when he was called to fill the vacancy, he told supervision that he did not feel qualified for the job, but was told that in the event he refused this extra work an investigation would be held to determine why. He also stated that during the three-week period that he worked as Assistant Chief Clerk, he received help from all clerks working in the office and also from the Assistant General Yardmaster.

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The Carrier states that this vacancy was filled under the provisions of Rules 14 and 18(b), and that under these rules the Carrier has the right to call employees who are on the extra list and are not already at work for service for which they are qualified in accordance with their seniority. The Carrier further stated that they considered employee O'Keefe better qualified than the senior employee, Edward J. Paulus, due to the fact that Paulus was employed at Allouez Ore Docks; that he did have a brief period of service in the Superior Yard, and that an actual check of the time rolls discloses that Paulus performed 29 days' service as Yard Clerk in the Superior Yard while O'Keefe worked a total of 687 days from December, 1951, through November, 1955, in a clerical position at Superior Yard.

The Carrier further stated that in the instant case none of the senior qualified employees in the immediate office made a request to be permitted to fill this vacancy. Therefore, the filling of the vacancy was in line with the provisions of Rule 14 and the application of the provisions of Rule 18(b).

Under the pertinent rules of the effective agreement, it is not the decision of the employee whether or not he is qualified to fill the job; it is the Carrier's decision as to his qualifications which must govern. The Carrier's judgment cannot be set aside by this Board unless it is shown that the Carrier acted arbitrarily, capriciously, or in a discriminatory manner, and, from the evidence presented into record, this Board can make no such finding; therefore, this claim must be denied.

A W A R D

Claim denied.

/s/ Thomas C. Begley
Thomas C. Begley, Chairman

/s/ C. A. Pearson
C. A. Pearson, Carrier Member

/s/ F. A. Emme
F. A. Emme, Employee Member

Signed at St. Paul, Minnesota, this 9th day of May, 1957.