

SPECIAL BOARD OF ADJUSTMENT NO. 374

Brotherhood of Railway and Steamship Clerks, Freight Handlers,  
Express and Station Employes

and

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM:

System Docket No. 280 - Northwestern Region Case No. 129 - "Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, except as amended, particularly the Scope Rule, when it required J. F. Lehman, a Telegraph Operator not covered by the Clerks' Rules Agreement, to fill the vacation vacancy of Clerk C. R. Duff, in the office of the Supervising Operator, Chicago, Illinois, Northwestern Region.

(b) The Claimant, Clerk Walter S. Nedvar, should be allowed eight hours pay a day, as a penalty, for each day on which the violation occurred during the period September 17, through October 5, 1956. (Docket 280)"

FINDINGS:

The first four paragraphs of the Joint Statement of Agreed Upon Facts reveal these facts:

1. Carrier intended to use F. Schlater (regularly assigned lead crew dispatcher) as vacation replacement for C. R. Duff, clerk to the supervising operator.
2. A few days before the start of Duff's vacation, Carrier learned Schlater would not be available to fill the vacation vacancy.
3. Carrier was thus left without a qualified available clerical employee to replace Duff. Efforts to obtain such an employee were not successful.
4. As a result, the work of Duff's position which could not be suspended while he was on vacation -- the mark sensing of payroll cards for all the operators of the Northwestern Region -- was assigned to a qualified Printer Operator, who is not under the Clerks' Agreement.
5. This work amounted to about three hours a day.
6. When on September 28, 1956, this Carrier learned of this claim against it, it

L  
**S 6 A 374**  
Award No. 36

- (a) offered Claimant the opportunity to fill the vacancy;
- (b) he declined the offer, stating he was not qualified to do the work;
- (c) Claimant did say there was an employee at the Freight Station who was qualified to do the work; whereupon
- (d) the Carrier sought to get this employee to fill the balance of Duff's vacation vacancy, but the Freight Agent would not release him.

The above facts, agreed to by the Organization, require a denial award.

Claim denied.

Signed this 12th day of December, 1961.

/s/ Edward A. Lynch  
E. A. Lynch, Chairman

/s/ A. E. Myles  
A. E. Myles, Carrier Member

/s/ A. B. Seward  
A. B. Seward, Employe Member