



Award Number 17429

Docket Number CL-17735

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

James R. Jones, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6436) that:

1. Carrier violated the Clerks' Rules Agreement at Minneapolis, Minn. when it arbitrarily removed employe Roger Rood from his regularly assigned position of Machine Operator No. 8767, and required him to suspend work thereon to perform keypunch work on Position 8770 in the absence of the regular occupant.
2. Carrier shall now be required to compensate employe Roger Rood an additional eight (8) hours at the pro rata rate of Key-punch Operator Position 8770 for working that position on October 24, 25, 26, 27 and 28, 1966, and for all subsequent dates that the violation continues.

EMPLOYEES' STATEMENT OF FACTS: Employe Roger Rood is the regularly assigned occupant of Machine Operator Grade A, Position 8767 at Minneapolis, Minn. in Seniority District No. 150. His hours of service are from 10:30 A.M. to 6:30 P.M., Monday through Friday, with Saturday and Sunday rest days. The rate of pay of Position 8767 is \$22.91 per day.

Employee G. V. Stoneking is the regularly assigned occupant of Key-punch Operator Position 8770 at Minneapolis in Seniority District No. 150 with hours of service 8 A.M. to 4:30 P.M., Monday through Friday, with Saturday and Sunday rest days; rate of pay \$22.1824 per day.

On October 24, 1966, the regular occupant of Keypunch Operator Position 8770 was hospitalized and did not return to her assignment until November 28, 1966.

Beginning on October 24, 1966 and continuing on subsequent dates, employe Rood was removed from his regular assignment as Machine Operator-Grade A and required to perform the keypunch work on Employee Stoneking's Position 8770.

Under normal conditions, 6 Keypunch Operator positions are maintained at Minneapolis in District No. 150, Regional Data Office, but with employe

“(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employe and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer’s decision proceedings are instituted by the employe or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 9 months’ period herein referred to.”

barred and/or dismissed.

The Carrier maintains among others, the following positions at Minneapolis, Minnesota in Seniority District No. 150 (Minneapolis Regional Data Office):

<u>POSITION</u>	<u>ASSIGNED</u> <u>HOURS</u>	<u>REST</u> <u>DAYS</u>	<u>NEGOTIATED</u> <u>RATE</u>	<u>OCCUPANT</u>
Keypunch Operator Position No. 8770	8 A.M.— 5 P.M.	Saturday & Sunday	\$22.1824	G. V. Stoneking
Machine Operator Grade A Position No. 8767	10 A.M.— 6:30 P.M.	Saturday & Sunday	\$22.9104	R. O. Rood

In addition to the aforelisted Keypunch Operator Position No. 8770, there are four other keypunch operator positions within District No. 150.

Keypunch Operator G. V. Stoneking was absent commencing October 24, 1966 through and including November 25, 1966 due to illness.

Claimant Rood, on each date specifically identified in Item 2 of the Employees’ Statement of Claim, worked his assigned position (Machine Operator Grade A Position No. 8767) during the assigned hours thereof (10:00 A.M.—6:30 P.M.). He was not, unilaterally or otherwise, removed from his assigned position, he was not required or instructed to suspend work on his assigned position for the purpose of absorbing overtime, and most specifically, he was not assigned to perform the specific duties of any keypunch operator position, including Position No. 8770.

Attached hereto as Carrier’s Exhibit “A” is a copy of a letter dated June 27, 1967 written by Mr. S. W. Amour, Vice President-Labor Relations, to Mr. H. C. Hopper, General Chairman of the Clerks’ Organization.

(Exhibits not reproduced)

OPINION OF BOARD: Employe Roger Rood, regularly assigned occupant of Machine Operator Grade A Position 8767 at Minneapolis, alleges he was arbitrarily removed from his regular assignment and required to perform keypunch work on Position 8770. In support of this claim, Employee

Rood cites carrier violations of Rules 9, 32(f), 32(g), 32(h) and Section 4 of Memorandum of Agreement No. 9.

In defense, Carrier relies mainly on three previous Board decisions; Awards 10625, 14480 and 16611. The latter award, 16611, is very much in point since that dispute involved the identical parties and the identical rules, the identical office and the identical situation that we have before us in this dispute. The difference rests with the claimants, i.e. the claimants in Award 16611 were the occupants of the keypunch operator's position, and in this case the claimant is the occupant of the Machine Operator Grade A Position No. 8767.

The Board denied the claim in Award 16611. We cannot find in the record in this case that Claimant offered sufficient proof for this Board to overturn the ruling in Award 16611. Failing in this, we feel the claim should be denied.

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 Employee involved in this dispute are respectively Carrier and Employee 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: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 11th day of September 1969.