

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **24342**
Docket Number **MS-23830**

Josef **P. Sirefman**, Referee

PARTIES TO DISPUTE: (Barbara C. Robinson, Pam S. Bridson, M. Jean Koehler)
(Soo Line Railroad Company)

STATEMENT OF CLAIM: "Claim of (A) Barbara C. Robinson, (B) Pam S. Bridson and (C) M. Jean **Koehler** that:

(1) Carrier violated Rules **1(Scope)**, 3(d), 25(a) and Special Agreement No. 1 (**Union Shop**) ~~when~~ it refused to assign any of the above Claimants to a Personal Steno "**c**" position in Seniority District No. **16** or allow Claimants time to qualify for the position. Instead, Carrier appointed an employee holding an Exception "**b**" position in Seniority District No. 1 to the District No. **16** Exception "**c**" position.

(2) Carrier shall now be required to assign one of the above **Claimants** to the Personal Steno Position No. **51004** in District No. **16**.

(3) Carrier shall be further required to compensate Claimants for the monetary difference between the rates of ~~the~~ positions worked by Claimants and the Personal Steno rate for July **12, 1979**, and for each and every day thereafter until one of the Claimants is assigned to the position."

OPINION OF BOARD: Claimants Robinson, Bridson and **Koehler** seek assignment of one of their number to Personal Steno position No. **51004** in Seniority District No. **16**. This position is one that is ~~known~~ as a partially excepted or "**c**" position. Rule 1(c)(3) of the Soo Lines-BRAC Agreement, the agreement covering Claimants employment, provides the following with respect to **filling "c"** positions:

"In filling **positions designated 'c'** in the listing of such positions which follow, through bid or displacement, which are covered by this exception, the management is not required to apply the provisions of Rule **8(Promotions, Assignments, and Displacements)**. In filling these positions, consideration will be given to employees in the seniority district in which the **vacancy occurs.**"

Rule 8 of the **Soo** Line-BRAC Agreement also makes reference to "**c**" positions. The pertinent part of Rule **8** provides:

"Employees covered by these rules shall be in line for **promotion. Promotion, assignments** and displacements under these rules shall be based on seniority, fitness and ability; fitness and ability being sufficient, seniority shall prevail, the **management** to be the judge, subject to appeal, except, however, that seniority shall not apply to the positions listed under the 'exceptions' of Rule **1** of this agreement."
(Emphasis added).

It **is our** view that Rules **1(c)(3)** and **8** **permit** the filling of the Steno Position No. **51004** without regard to seniority. All that is required is that the Carrier consider applicants **from** the pertinent roster. It is undisputed on this record that Carrier did in fact consider all applicants, including the three claimants herein and filled the positions with a bidder they **deemed more** qualified. The rules involved require nothing more. The claim will 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 **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 not violated.

A W A R D

Claim denied.

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 **27th** day of April 1983.

