



Award No. 17209

Docket No. CL-16640

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

Herbert J. Mesigh, Referee

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY & STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS & STATION  
EMPLOYES**

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

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood (GL-6065) that:

1. Carrier violated the Clerks' Rules Agreement at Minneapolis, Minn. by unilaterally removing regularly assigned employees from their regular positions to perform Key punching, thereby requiring them to suspend work of their own position to absorb overtime that otherwise would have been required of a Key punch Operator position.

2. Carrier shall now be required to compensate B. C. Ruddy, Jr. regularly assigned occupant of Key punch Operator Position No. 8774 at the penalty rate of his position for the number of hours on the dates as shown:

3/18/65—5 hrs. 55 min.	3/31/65—5 hrs. 30 min.
3/19/65—5 hrs. 35 min.	4/ 1/65—5 hrs. 45 min.
3/22/65—5 hrs. 47 min.	4/27/65—8 hrs.
3/23/65—5 hrs. 45 min.	4/28/65—8 hrs.
3/24/65—5 hrs. 30 min.	4/29/65—8 hrs.
3/25/65—5 hrs. 50 min.	4/30/65—8 hrs.
3/26/65—5 hrs. 55 min.	5/10/65—4 hrs.
3/29/65—5 hrs. 10 min.	5/13/65—7 hrs. 30 min.
3/30/65—5 hrs. 25 min.	5/14/65—6 hrs.

3. Carrier violated the provisions of Section 1(a) of Article V of the August 21, 1954 Agreement when Regional Data Manager Wencil failed to decline claims for March 18 and 19, 1965 within 60 days from the date presented, and failed and refused to allow claims for those dates as presented.

4. Carrier shall allow claims for March 18 and 19, 1965 as presented.

**EMPLOYEES' STATEMENT OF FACTS:** Employee B. C. Ruddy, Jr. is the regularly assigned occupant of Key punch Operator Clerk Position No. 8774 at Minneapolis, Minn. in Seniority District No. 150. Position No.

On the dates indicated below and for the amount of time shown opposite each date, employe D. Hutchinson, the occupant of Comptometer Operator Position No. 8769 (rate—\$21.7124 per day), was temporarily assigned by proper authority to Keypunch Operator-Clerk Position No. 8775 (rate—\$21.4624 per day) during which time employe Hutchinson fulfilled the duties and responsibilities of Keypunch Operator-Clerk Position No. 8775.

<u>Date</u>	<u>Amount of Time</u>
May 10, 1965	4 hour
May 13, 1965	7 hours & 30 minutes
May 14, 1965	6 hours

On each of the dates shown above when higher rated employes Murray, Ryan and Hutchinson were temporarily assigned by proper authority to lower rated Keypunch Operator-Clerk positions they did not have their rates reduced, but instead were compensated for 8 pro rata hours each day at the higher rates of the positions to which they were regularly assigned and/or occupying.

Attached hereto as Carrier's Exhibits are copies of the following letters:

Letter written by Mr. S. W. Amour, Assistant  
to Vice President, to Mr. H. V. Gilligan,  
former General Chairman, under date of  
December 8, 1965 ..... Carrier's Exhibit "A"

Letter written by Mr. Amour to Mr. Gilligan  
under date of January 26, 1966 ..... Carrier's Exhibit "B"

Letter written by Mr. Amour to Mr. Gilligan  
under date of May 5, 1966 ..... Carrier's Exhibit "C"

Notarized letter written by Mr. K. J. Wench,  
Regional Data Manager at Minneapolis, Minnesota,  
to Mr. Amour under date of April 27, 1966, which  
letter constitutes a notarized statement on the  
part of Mr. Wench ..... Carrier's Exhibit "D"

(Exhibits not reproduced)

**OPINION OF BOARD:** This is a companion case to Docket CL-16503, Award No. 17206. It is agreed as far as the rights of the parties are concerned, the two cases are essentially the same issue and may be disposed of in the same manner; therefore, since no violation of the Agreement was found in Docket CL-16503, Award No. 17206, this 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 has not been 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 18th day of June 1969.