

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19453
Docket Number CL-19444

Joseph E. Cole, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees

PARTIES TO DISPUTE:

(
(Missouri Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-7004)
that:

1. Carrier violated Rule 21, Part 2 (a) - General, and (b) - Five - day positions, when, on or about January 26, 1970, it abolished General Clerk position No. 047 (daily rate \$26.54) in the Freight Office, Monroe, Louisiana and rebulletined the position under Station Bulletin No. 4, dated January 19, 1970, for the purpose of changing, unilaterally and without negotiation, job No. 047 from a five-day per week position with a work week Monday through Friday, rest days Saturday and Sunday, to a five day per week position with a work week Tuesday through Saturday, rest days Sunday and Monday.

2. Carrier shall now be required to compensate Clerk C. W. Williams, occupant of General Clerk position No. 047, for the difference between the pro rata rate of \$26.54 and the punitive rate of \$39.91, amount \$13.27, for Saturday, January 31, 1970, with claims continuing on the same basis for claimant or his successor(s) for each subsequent Saturday until violation is corrected; and also a pro rata day's pay of \$26.54 for Monday, February 2, 1970, for Clerk Williams, with claims continuing on the same basis for claimant or his successor(s) for each subsequent Monday, until violation is corrected.

OPINION OF BOARD: 1. There seems to be no question in the record that this matter was a grievance, and was properly brought before this Board.

2. This case is brought before this Board under Rule 21 of the agreement.

3. In the current case, it is not important whether this is a five day or six day position.

4. Providing adequate service for a \$350,000.00 a month customer is at the very least, an operational requirement.

5. The changing of rest days is afforded under the rules.

6. Rule 21, Part 2, (f) indicates that deviations are to be discussed and if they are not, and the carrier puts them into effect, it may be processed as a grievance. However, it would then have to be shown that the grievance was justified to give relief to the claimant.

7. The action of the carrier is not arbitrary or capricious. It was immediately necessary because of the request of a substantial customer. It is clearly an operational requirement, and the carrier is justified in its course of action.

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:

E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 30th day of October 1972.