

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.

