

SPECIAL BOARD OF ADJUSTMENT NO. 166

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES
versus
MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees on the Missouri Pacific Railroad, that the Carrier violated the Clerks' Agreement:

1. When, following the assignment of Miss Adele Fehringer to Position #81, Timekeeper-Clerk, in the Auditor Disbursements-Stores Accounting Department, per Assignment Notice No. 110 dated June 9, 1955, which assignment grew out of Bulletin No. 110 dated June 2, 1955, the Auditor Disbursements, Mr. A. A. Griesbauer, failed and refused and continued to refuse to transfer Miss Fehringer to the Timekeeper-Clerk position, which she had obtained by assignment, by virtue of her seniority rights, in violation of Rule 8, Section (c) and related rules of the Clerks' Agreement;
2. That the Carrier shall, by appropriate order of the Third Division of the National Railroad Adjustment Board, be directed to transfer Miss Fehringer to the position which she bid for and was assigned to, but was denied the right to go upon and instead was held on the position which she had formerly occupied, and that Miss Adele Fehringer be compensated \$3.60 per day additionally, beginning five days after issuance of Assignment Notice dated June 9, 1955, or on Wednesday, June 15, 1955, pursuant to the provisions of Rule 10, Section (b), such claims to continue each work day until the dispute is disposed of.

FINDINGS: Claimant held a position of Timekeeper-Clerk in the Auditor Disbursements-Stores Accounting Department and on June 2, 1955, bid for another Timekeeper-Clerk position in the same office, with the same rate of pay, same described duties, same hours of assignment, same meal period, same number of days per week and the same assigned rest days.

She was assigned to the position bulletined and then given the same timekeeping duties formerly performed at the same desk formerly occupied.

Where a group of identical positions exist at the same location with the same hours, rest days and rate of pay, it appears that the bulletin provisions of the Agreement are complied with when one is assigned to such a position and is assigned timekeeping duties within the description on the bulletin and other attributes such as pay, hours and rest days as set forth. There is no question but that in such circumstances the Carrier has a right to rearrange specific duties between identical positions and that the Carrier has a right to assign the desk at which the occupant will work. Upon the particular facts shown here, the claim is without merit under the rule.

Award No. 9
Docket No. 9

AWARD: Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 166

/s/ Dudley E. Whiting
Dudley E. Whiting - Chairman

/s/ Ira F. Thomas
I. F. Thomas - Employee Member

/s/ G. W. Johnson
G. W. Johnson - Carrier Member

St. Louis, Missouri
January 17, 1957