

Award No. 544
Docket No. CL-521

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Arthur M. Millard, Referee

PARTIES TO DISPUTE:

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

**THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY
COMPANY**

**THE CHICAGO, ROCK ISLAND AND GULF RAILWAY
COMPANY**

(Frank O. Lowden, James E. Gorman, Joseph B. Fleming, Trustees)

STATEMENT OF CLAIM: "Claim of Day Bill Clerk and Night Bill Clerk, McFarland, Kansas, for adjustment in rate of pay, account increased duties and responsibilities, from \$114.50 per month each to \$125.00 per month each, effective March 1st, 1936."

STATEMENT OF FACTS: The following statement of facts was jointly certified by the parties:

"In 1931 the position of Day Yardmaster at McFarland, Kansas was discontinued. On March 1st, 1935, the position of Night Yardmaster was discontinued and the foreman of the switching crew was designated as footboard yardmaster, leaving the force at McFarland as follows:

One Agent, no assigned hours but working from 7:00 A. M. to 7:00 P. M.

One Footboard Yardmaster and Crew, working from 8:20 P. M. to 4:20 A. M. daily.

One Day Bill Clerk, working from 8:30 A. M. to 12:30 P. M., 1:30 P. M. to 5:30 P. M. daily.

One Night Bill Clerk, working from 8:10 P. M. to 12:10 A. M., 1:10 A. M. to 5:10 A. M. daily."

There is in evidence an agreement between the parties bearing effective date of January 1, 1931, from which Rule 69 is quoted:

"**RULE 69. ADJUSTMENT OF RATES.** When there is a sufficient increase or decrease in the duties and responsibilities of a position or change in the character of the service required, the compensation for that position will be properly adjusted, but established positions will not be discontinued and new ones created under differ-

OPINION OF BOARD: In this claim of the day and night bill clerks at McFarland, Kansas, for an adjustment in the rates of pay, effective March 1, 1936, account of alleged increased duties and responsibilities, the employees submit that due to reductions made in the yard forces at McFarland, Kansas, first in the discontinuance of the position of Day Yardmaster in 1931, and second in the discontinuance of the position of Night Yardmaster on March 1, 1935, the work and duties of the two bill clerks have been materially increased and cite Rule 69 entitled "Adjustment of Rates" of the existing agreement between the parties, effective January 1, 1931, in support of their contention.

The carrier contends that the employees represented in this claim are not assuming the duties of either the Agent or the Yardmaster, and are only performing the duties incident to the positions they occupy, and cite Rule 66 entitled "Rating Positions" and Rule 68, entitled "New Positions" as having bearing on the subject at issue.

In connection with Rules 66 and 68 the Board submits that these have no bearing on the subject in dispute other than to establish the fact, in reductions made in rates of pay due to decreases in duties and responsibilities, or in fixing the rates of new positions, these will be adjusted to conform with the rates of pay paid to analogous positions of similar kind and class in comparable localities.

Rule 66 does however specify that when a change is to be made due to a substantial decrease in the duties and responsibilities of a position, such change will be promptly adjusted "with the committee," and while Rule 69 is silent on the manner in which adjustments are to be made where an increase in the duties and responsibilities of a position is involved, there is no question but that the same method would apply.

Insofar as the application of Rule 69 is concerned the Board submits that while there is a natural and reasonable assumption that the work and duties of the day clerk were increased to a more or less extent when the position of day yardmaster was abolished in 1931, and in the work and duties of the night clerk when the position of yardmaster was abolished in 1935, and that such increase, due to the abolishment of both positions, would to an extent be reflected in the work and duties of both clerks, the evidence of record is not sufficient to enable the Board to determine the extent of such increase and the change made in the character of the service required.

As in the matter of the Board's inability to determine the question of increase in the clerks' duties and work, and the possible change in the character of service required, the same condition applies with respect to the joint statement made by the Assistant Superintendent of the Carrier and the Division Chairman of the employees' organization on March 17, 1936, as contained in the record, nor is any decisive evidence introduced as to adjustment of rates in conformity with the salaries of analogous positions in comparable localities.

In view of these conditions the Board submits that the evidence of record is not sufficiently developed to enable a determination to be made as to any adjustment of rates or positions, and recommends that the claim be remanded for negotiation and agreement under the provisions of Rule 69 of the current agreement, and with the understanding that should an agreement not be reached the parties may jointly or separately re-submit the claim to this Board with such additional information as may be developed, both as to rates and wages, the duties and responsibilities and the character of service required, together with rates of analogous positions in comparable localities and any other pertinent information developed as a means of determining the subject at issue.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon and upon the whole record and all the evidence, finds and holds:

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 claim be remanded for negotiation and agreement under the provisions of Rule 69 of the current agreement, with the understanding that should an agreement not be reached the parties may jointly or separately re-submit the claim with such additional information as may be developed as outlined in last paragraph of the opinion of the Board.

AWARD

Claim remanded as outlined in last paragraph of opinion of Board.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 15th day of December, 1937.