

Award No. 3474  
Docket No. CL-3331

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Robert G. Simmons, Referee

PARTIES TO DISPUTE:

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

GULF COAST LINES; INTERNATIONAL-GREAT NORTHERN  
RAILROAD COMPANY; SAN ANTONIO, UVALDE & GULF  
RAILROAD COMPANY; SUGARLAND RAILWAY COMPANY;  
ASHERTON & GULF RAILWAY COMPANY

(Guy A. Thompson, Trustee)

STATEMENT OF CLAIM: Claim of the System Committee of the  
Brotherhood that:

(a) The Carrier violated the Clerks' Agreement on May 31, 1944, when  
it abolished position of Timekeeper in Master Mechanic's Office at Palestine,  
Texas, rate \$7.96 per day, and assigned the duties to a position paying only  
\$6.92 per day. Also

(b) Claim that the Carrier be required to increase the rate of pay  
from \$6.92 per day to \$7.96 per day, effective June 1, 1944. Also

(c) Claim that all employees who have worked the position since May  
31, 1944 be paid the difference between rate of \$6.92 and \$7.96 for each  
day worked.

EMPLOYEES' STATEMENT OF FACTS: During the month of May 1944  
there were five positions in the Master Mechanic's Office at Palestine desig-  
nated as Timekeepers. The positions, rates of pay and number of men each  
kept time for, are detailed below:

Position	Rate of Pay	Number of Men Kept Time For
Chief Timekeeper	\$9.75	348
Timekeeper	8.56	323
"	8.26	364
"	7.96	249
"	6.92	313
		Total.....1597

We are detailing below the set-up in the Timekeeping Department before  
and after the one position was abolished, showing how the timekeeping was  
transferred and rearranged:

cited by the Employees is involved nor has been violated as alleged by the Employees; no rates transferred from one position to another; no position discontinued and a lower rated position created to do the work performed by the discontinued position; together with the "Opinion" and "Findings" of the Board as expressed in Awards Nos. 974, 2352, and 2353, it is clearly evident that the contention and claim of the Employees in the case under consideration is without basis. Therefore, it is the position of the Carrier that the contention of the Employees be dismissed and the accompanying claim accordingly denied.

**OPINION OF BOARD:** On February 1, 1943, the timekeeping force in the Master Mechanic's Office at Palentine, Texas, consisted of four employees with positions paying a daily rate of \$9.03, \$7.84, \$7.54, and \$6.20. On that day an additional position was established with a daily rate of \$7.24. These rates were subsequently increased 72 cents per day. They will be referred to herein as the \$9.75, \$8.56, \$8.26, \$7.96, and \$6.92 positions.

When the \$7.96 position was created on February 1, 1943, work was taken (by groups of employees) from the \$8.56, \$8.26, and \$6.92 positions and assigned to the new \$7.96 position. Thereafter, on June 1, 1944, the new \$7.96 position was discontinued and the work reassigned to the other employees. A considerable part of the work was returned on June 1, 1944, to the position from which it had been taken on February 1, 1943. However, some of the work that formerly had been done by the higher rated positions was assigned to the \$6.92 position. Work of the \$6.92 position also was assigned on June 1, 1944, to the \$9.75 position. On January 31, 1945, the \$7.96 position was restored and work taken from both the higher and lower rated positions and assigned to it.

The net of the claim here is that the Carrier should not have abolished any position (the contention being that no material decrease in volume of duties was shown (see Rule 52(b) ), but that having determined to abolish a position, the \$6.92 position and not the \$7.96 position should have been abolished, because the work of a higher rated position cannot be assigned to a lower rated position. The \$7.96 position having been abolished, the employees claim that pay for the \$6.92 position. The period involved is from June 1, 1944, to January 31, 1945, when the \$7.96 position was restored.

It is clear that (1) when the \$7.96 job was created, work was taken from the \$8.56, \$8.26, and \$6.92 jobs and assigned to it (the \$7.96 job); (2) that when the \$7.96 job was abolished work was taken from it and assigned to the \$8.56, \$8.26, and \$6.92 positions; (3) and that when the \$7.96 job was restored work was taken from the \$9.75, \$8.56, \$8.26, and \$6.92 positions and given to the \$7.96 position.

It is clear that when the \$7.96 position was established on February 1, 1943, and reestablished on January 31, 1945, work was taken from a higher rated position and given to a lower rated position without objection from and with the approval of the Organization. No violation of the rules is claimed. When the \$7.96 job was abolished on June 1, 1944, exactly the same thing was done. The Organization having approved in the one instance when the job was being created, cannot disapprove the same procedure in the next instance when the job is being abolished. We are given no other basis for determining the problem here presented. Just what makes one job a higher rated position than the other is not disclosed. We are obliged to deny the claim.

**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 is without support in the record.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: H. A. Johnson  
Secretary

Dated at Chicago, Illinois, this 17th day of March, 1947.