

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

James M. Douglas, Referee

PARTIES TO DISPUTE:

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

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

(Joseph B. Fleming and Aaron Colnon, Trustees)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees on The Chicago, Rock Island & Pacific Railway Company, that:

(1) Effective October 10, 1944, No. 9 Statistical Code and Miscellaneous Clerk position in the Hamilton Park Accounting Office, Chicago, shall be increased from \$183.96 to \$207.96 per month. Add \$37.74 to each of these rates account general wage increase in 1946.

(2) Clara Knauerhaze and others who have worked this assignment to be paid the new rate, effective October 10, 1944.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence, an agreement between parties bearing an effective date of January 1, 1931, agreement in effect at the time this claim was filed.

Claim filed by Clara Knauerhaze, dated October 10, 1944, addressed to Mr. Anderson, Auditor Freight Traffic, reads as follows:

"My position is now classified as No. 9, Statistical Code and Misc. Clerk, and according to my copy of the bulletin, qualifications required on bulletin covering this position calls for ability to operate addressograph machine, code and balance Interline Accounts in connection with general statistics and accounting requirements, however additional responsibilities consist of supervising, teaching and adjustments not called for on the bulletin, have been added.

"Claim is hereby filed for adjustment in salary to \$207.96 plus back pay from December 16, 1942, which rate is comparable to similar positions.

(Signed) Clara Knauerhaze."

The following reply from Mr. Wm. Anderson, Auditor Freight Traffic, his letter of October 9, 1944, reading as follows:

"Your letter Oct. 10, 1944. Your claim is respectfully declined, as there is no added responsibility, or change in character of the work on this position. . . .

(Signed) Wm. Anderson."

adjustment in the pay rate of this position, i.e., that Mrs. Brinckerhoff distributed the work and broke in the new clerks and answered any questions that came up in connection with the work. The duties of this position have not changed nor has the character of services required changed since the Carrier increased the pay rate of the position \$10.00 per month effective August 1, 1938. All three incumbents stated that they handed out "late slips" to anyone who arrived late. Mrs. Brinckerhoff stated that she did precisely what Miss Knauerhaze did when the work got behind, i. e., asked the supervisor Mr. Gaertig or Mr. Scahill for assistance. None of these incumbents were endowed with supervisory authority to assess discipline, to approve or disapprove time slips, to discharge, to conduct investigations incident to discipline or discharge, or to perform any other duties which are incident to supervisory authority and responsibility.

It is hereby affirmed that all data herein contained is known to the employees' representative and is hereby made a part of this dispute.

We therefore, maintain that inasmuch as there was no change in the duties or responsibilities of this position or change in the character of services acquired, since Miss Knauerhaze bid in the position and was assigned to it, the Organization does not have a just and valid claim and it should, therefore, be denied by the Board.

OPINION OF BOARD: The question for decision is whether additional responsibilities of supervising, teaching and adjustments have been imposed on Claimant's position which is classified as No. 9 Statistical Code and Miscellaneous Clerk. If there has been a "sufficient increase" in the duties and responsibilities of Claimant's position she is entitled to a proper adjustment of her compensation under the Agreement of January 1, 1931, Rule 69, which states:

"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 service required, the compensation for that position will be properly adjusted, but established positions will not be discontinued and new ones created under different titles covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of these rules."

The joint statement of facts shows that there were five employees in the Addressograph Department located on the third floor of the Hamilton Park Office under the supervision first of a Mr. Gaertig, then of a Mr. Scahill. There was a rearrangement of the Machine Bureau, and the Addressograph Department was moved to the first floor, the offices of both Mr. Scahill and of Mr. Gaertig, the supervisors, remaining on the third floor.

The effect of Claimant's contention appears to be that since the Supervisors stayed on the third floor it was impossible for them properly to supervise the department now located on the first floor, so that additional supervisory duties were necessarily imposed on Claimant's position.

However, the record does not sustain such contention.

Claimant, her predecessor, and her successor each stated that she distributed the work, broke in the new clerks, and answered questions in connection with the work both when the department was on the third floor as well as after it was moved to the first floor. Each also lined up the work for the night force. Any matters of tardiness or absences of the clerks in the department after it was moved were referred to Mr. Scahill. Mr. Scahill would regularly inspect the department at least twice every day or, in his absence, Mr. Gaertig would do so.

The record does not disclose any additional duties were added to the position after its removal to the first floor so there is no basis for an adjustment of compensation under Rule 69.

Accordingly, the claim must be denied.

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 employes involved in this dispute are respectively carrier and employes 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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 19th day of April, 1948.