

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Francis J. Robertson, Referee

PARTIES TO DISPUTE:

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

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that the Carrier violated the Clerks' Agreement:

1. When, on September 23, 1946, Ticket Clerks at Franklin Street, Reading, Pennsylvania, were required and instructed to handle ticket stock, accounting records, schedules and other incidental clerical duties in connection with an independent bus line, known as the Murphy Line.

2. That the Carrier continued and further violated the Clerks' Agreement when, on August 3, 1947, it added further additional duties and responsibilities by requiring Ticket Clerks at Franklin Street, Reading, Pennsylvania, to handle ticket stock, accounting records, schedules and other incidental clerical duties in connection with an additional independent bus line known as the Allentown-Reading Transfer Company.

3. That the Carrier now be required to apply the rate increase of twenty-eight cents (28¢) per day to all incumbents of positions of Ticket Clerks at Franklin Street, Reading, Pennsylvania, between the dates of September 23, 1946, and August 2, 1947.

4. That the Carrier also be required to apply the rates of Ten Dollars and thirty cents (\$10.30) and Ten Dollars and fifty cents (\$10.50) per day, respectively, as the prevailing and proper rates retroactive to August 3, 1947.

EMPLOYEES' STATEMENT OF FACTS: On September 23, 1946, Ticket Clerks at Franklin Street Passenger Ticket Office, Reading, Pennsylvania, were instructed and required to handle, in addition to their existing and established duties, certain additional duties in connection with the Reading Company making such Ticket Office an agency for the sale of tickets, furnishing information, handling of timetables, etc., for the Murphy Line, an independent bus line operating between Reading, Pennsylvania and Boyertown, Pennsylvania, as well as intermediate points. The Clerks' Committee having been apprised of this action, protest having been made by the Clerks involved, requested an adjustment in the rate of pay. The request was handled on appeal, and subsequently declined. On September 7, 1946 the Local Committee of the Brotherhood, having been apprised of the increased duties and responsibilities, requested consideration for an adjustment in the rate, in accordance with the Rules, particularly Rule 13 (e). The request was given consideration by the Superintendent and handled on appeal to the Chief of Personnel. After considerable correspondence and several discussions with

- 1—That the character of service performed by the ticket clerks at Franklin Street Passenger Station in connection with the bus operations of the Murphy Lines subsequent to September 23, 1946 and the Allentown-Reading Transit Company subsequent to August 3, 1947 was the same as the service performed for years in connection with the rail passenger traffic of the Carrier and the Pennsylvania Railroad and the bus traffic of the Reading Transportation Company and three other bus lines.
- 2—That the handling of tickets, accounting records and other incidental duties in connection with the operation of the Murphy Lines and the Allentown-Reading Transit Company did not result in a sufficient change in the regular duties and responsibilities of the ticket clerks to warrant or justify any adjustment in the rates of pay. Further, the ticket clerks have been and are performing the service necessary and required to the Carrier's satisfaction.
- 3—That there has been no violation of the rules of the effective Clerks' agreement.

OPINION OF BOARD: On September 23, 1946 Carrier instructed Ticket Clerks at Franklin Street, Reading, Pennsylvania, to handle ticket stock, records and schedules and other incidental duties in connection with the operation of an independent bus line known as the Murphy Line. On August 3, 1947, the same type of work was assigned to said Ticket Clerks in connection with the operation of the Allentown-Reading Transit Company. Employees file claim as indicated above.

The determining factor in this docket is the application of Rule 13 (e) to the facts. Rule 13 (e) provides as follows:

"(e) When there is a sufficient change in the regular assigned duties and responsibilities of a position or in the character of the service required, the compensation for that position will be subject to adjustment by mutual agreement between the Management and the General Chairman, but established positions will not be discontinued and new ones created under the same or different titles covering relatively the same class or grade of work, which will have the effect of reducing the rate of pay or evading the application of these rules."

There is no disagreement between the parties as to the fact that there has been an increase in the volume of work which the Ticket Clerks have been required to handle in connection with the assumption of the duties in connection with the operation of the two bus lines above mentioned. The parties are also in agreement that a mere increase in volume of work would not afford a basis for increase in the rate. Clearly then, the issue to be determined by this Board is whether or not there has been a sufficient change in duties and responsibilities of the position involved or in the character of service required. In this connection, it is to be noted that the claim is divided into two parts: (1) Covering the period from September 23, 1946, and August 2, 1947, which is based upon the addition of the work in connection with the operation of the Murphy Lines; (2) Covering the period from August 3, 1947, to date, which is based upon the addition of the work in connection with the operation of the Murphy Line and the Allentown-Reading Transfer Company. The record reveals that for a considerable time prior to September 23, 1946, in addition to the work of handling tickets, accounting records and other incidental duties for Carrier's service, the ticket office force at Franklin Street handled the same type of work for bus transportation operations of the Reading Transportation Company, for the Pennsylvania Railroad and bus traffic of the Greyhound Lines. In 1943 tickets were handled for the Safeway Trails and the Horse Shoe Lines. The latter, however, was discontinued on August 1, 1947, and from the facts appearing in the record, it is clear that it was an insignificant opera-

tion. These facts are recited to show that the work of the Ticket Clerks at Franklin Street was not confined exclusively to handling rail tickets and accounts. We think that it is clear then that the addition of the work in connection with the operation of the Murphy Line did not bring about a substantial change in the character of work performed on the position or add duties which were wholly new to the position. True, it added to the complications involved in the handling of the work of the position and required employees to acquaint themselves with other schedules but in our opinion it did not bring about a sufficient change in the regular assigned duties and responsibilities of the position or in the character of service required as to warrant an upward adjustment of the rate.

Obviously, however, the continued addition of this type of work can reach a point where it brings about a **sufficient** change in the regular assigned duties and responsibilities or in character of service to warrant an upward adjustment. Certainly, the addition of numerous extensions to a switchboard brings about a point where its operation calls for a skilled operator, just as the addition of numerous accounts to a bookkeeping system eventually brings about the need for the service of a skilled accountant, whereas formerly an ordinary bookkeeper was all that was needed. Basically, the work is the same but the increased volume brings about complications where the more highly skilled help is required and consequently the position commands a higher rate. When in this case the additional work of handling the duties in connection with the operation of the Allentown-Reading Company was added to the Ticket Clerk positions, that, coupled with the addition of the same type of work in connection with the operation of the Murphy Line, in our opinion, constituted a **sufficient** change in the regular assigned duties and responsibilities of the positions or in the character of the services required as to warrant an upward adjustment in the rate to be established by mutual consent if possible. In view of the record herein, and negotiations which transpired on the property with respect to this matter, we feel that to refer this docket back to the parties for further negotiation on the amount of the increase would be futile. We believe there is sufficient information in the file to warrant the conclusion that the rates set forth in item (4) of the claim represent an increase in the rates of the positions which is essentially fair. Hence, our award will be to sustain items (2) and (4) of the claim, and deny (1) and (3).

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 Carrier violated the Agreement as set forth in item (2) of the claim.

AWARD

Items (1) and (3) of claim denied. Items (2) and (4) sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 11th day of August, 1949.

DISSENT TO AWARD 4525, DOCKET CL-4407

The controlling rule expressly provides in respect to an adjustment which serves to change a rate of pay that "the compensation for that position will be subject to adjustment by mutual agreement between Management and the General Chairman" and this rule is not otherwise or elsewhere modified. The Board has transgressed its authority by undertaking to fix a rate of pay contrary to its powers under the Railway Labor Act and in plain contravention of specific terms of the controlling Rule.

(s) C. C. Cook
(s) A. H. Jones
(s) R. F. Ray
(s) C. P. Dugan
(s) R. H. Allison