

Award No. 5252
Docket No. CL-5159

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert O. Boyd, Referee.

PARTIES TO DISPUTE:

NORTHERN PACIFIC RAILWAY COMPANY

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

STATEMENT OF CLAIM: Claim as presented by the System Committee of the Brotherhood in behalf of O. H. Cox, Price Clerk, Eastern District Accounting Office, for payment at the rate of \$10.87 per day instead of \$10.26 per day on June 2, 1948, based on Rule 52 of the Clerks' Agreement effective June 1, 1946.

CARRIER'S STATEMENT OF FACTS: There is maintained in the Eastern District Accounting Office one position of Head Price Clerk at a rate of \$10.87 per day and two positions of Price Clerk at a rate of \$10.26 per day.

The position of Head Price Clerk is assigned to supervise and direct the work of pricing material and to post prices from invoices on a panel for ready reference in pricing material used. The positions of Price Clerks are assigned to post prices on shop delivery orders of memoranda of material used, obtaining prices from the panel.

Mr. O. H. Cox occupied one of the positions of Price Clerk. On June 2, 1948, due to an accumulation of invoices the Head Price Clerk required assistance in posting prices on the panel and Mr. Cox assisted the Head Price Clerk in performing this work on this date.

Because of posting prices from invoices on the panel on June 2, 1948, claim has been presented by Mr. Cox for payment at the rate of \$10.87 per day instead of \$10.26 per day based on Rule 52 of the Clerks' Agreement effective June 1, 1946, reading:

'Rule 52. Employees temporarily or permanently assigned to higher-rated positions shall receive the higher rates while occupying such positions; employees temporarily assigned to low-rated positions shall not have their rates reduced.

A 'temporary assignment' contemplates the fulfillment of the duties and responsibilities of the position during the time occupied, whether the regular occupant of the position is absent or whether the temporary assignee does the work irrespective of the presence of the regular employee. Assisting a higher-rated employee due to a temporary increase in the volume of the work does not constitute a temporary assignment."

The claim of Mr. Cox has been declined.

rate, for his services under this rule has heretofore been the subject of claims before your Honorable Board on similar cases with other carriers and our Brotherhood, one of which may be specifically cited as dealing with matters not unlike those involved in the instant case. Award 4545. There, with Judge Wenke as Referee, your Honorable Board stated:

“* * * the rule does not contemplate that the employe assigned must necessarily fulfill and perform all of the duties and responsibilities of the higher rated position. We think the rule means that when an employe is assigned to and devotes his time to the performance of duties and responsibilities of a higher rated position he is entitled to the rate thereof although he may not necessarily perform all the duties and responsibilities thereof. See Awards 2270 and 3032 of this Division.” (Emphasis supplied.)

The Employees feel that Mr. Cox's claim for the higher rate (Head Price Clerk's rate) for the Head Price Clerk's work performed by him on June 2, 1948, is supported by the rules of our working conditions Agreement.

(Exhibits not reproduced.)

OPINION OF BOARD: For a period of three hours on June 2, 1948, the claimant, a price clerk, performed work described in the submission as that of the head price clerk. The Carrier asserts that claimant did not assume the responsibilities of the position and, therefore, did not qualify under the terms of Paragraph 52 of the Rules for the pay of the higher position. In an office that was comprised of a head price clerk and two price clerks, the work and responsibilities of the position of head price clerk would be largely the performance of the work. The supervising duties at the most, except with untrained employees, would be nominal, and the mere fact that during the three hours the claimant did the work of the head price clerk and did not exercise other nominal duties of such position does not indicate that he did not perform the duties and responsibilities of the higher rated position. The claimant was required to work the higher rated position because the head price clerk had worked on other duties and had permitted his work to accumulate. Thus the temporary assignment was not due to an increase in volume of the work.

When employees work in a higher rated position they are entitled to the higher rates while occupying the position. (Rule 52.) As the claimant worked at the higher rate for three hours, he should be compensated at the higher rate for such period, less what has been paid for this time.

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

The facts and the current Agreement support the claim for three hours.

AWARD

Claim sustained in accordance with the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon,
Acting Secretary.

Dated at Chicago, Illinois, this 9th day of March, 1951.