

Award No. 6763  
Docket No. CL-6978

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

Jay S. Parker, Referee

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**PARTIES TO DISPUTE:**

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

**LOUISIANA & ARKANSAS RAILWAY COMPANY**

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

(a) The Carrier violated the current working agreement when it abolished position of General Clerk, hours 10:00 A. M. to 6:00 P. M., rate \$13.55 per day and established a new position of General Clerk, hours 11:00 P. M. to 7:00 A. M., rate \$13.55 per day, to assist Line Desk Clerk position, rate \$13.70 per day.

(b) That H. T. Prunty who worked on new 11:00 P. M. General Clerk position on June 29, 1952 account regular man off, be paid the difference between that of General Clerk, rate \$13.55 per day, and that of Line Desk Clerk, rate \$13.70 per day.

**EMPLOYEES' STATEMENT OF FACTS:** Prior to June 1952, Carrier maintained a position of General Clerk, 10:00 A. M. to 6:00 P. M., rate \$13.55. Duties assigned to the job were those of a regular Yard Clerk, handling home routes, disposition of hold cars and nobills and answering phone calls.

Effective June 1952 Carrier put on two additional trains, Nos. 55 and 56. Concurrently therewith, or on June 22, 1952, Carrier abolished the 10:00 A. M. to 6:00 P. M. General Clerk job and established a 11:00 P. M. to 7:00 A. M. General Clerk's job to assist the Line Desk Clerk. The duties of this 11:00 P. M. General Clerk were that of making 47 report, empty autos to Springhill report, engine report, bursting of train sheets and interchange sheets, calling crews, writing up scale tickets as well as regular duties of Yard Clerk. This particular work was formerly attached to the Line Desk Clerk's job.

**POSITION OF EMPLOYEES:** We quote for your ready convenience rules of the current working agreement that apply:

"Rule 46. Positions (not employes) shall be rated and the transfer of rates from one position to another shall not be permitted."

"Rule 47. (a) Employes temporarily or permanently assigned to higher rated positions shall receive the higher rates for the full day while occupying such position; employes temporarily assigned to lower rated positions shall not have their rates reduced.

(b) A 'Temporary assignment' contemplates the fulfillment of the duties and responsibilities of the position during the time involved.

(c) Assisting a higher rated employe due to a temporary increase in the volume of work does not constitute a temporary assignment."

"Rule 48. (a) The rates of pay for new positions shall be in conformity with the rates of pay for positions of similar kind or class in the seniority district where created.

(b) Machines may be installed at any time to perform clerical work of any nature. When such installations are made, the parties hereto agree to confer for the purpose of working out equitable arrangements for all concerned in the change."

It is our contention that the work performed by this newly created position of General Clerk was that usually performed by the Line Desk Clerk and that the newly created position was improperly classified and paid.

It is our contention that Carrier by its action violated the intent and meaning of Rules 46, 47 and 48.

It is our contention that the exchanges of correspondence between the representative of the Brotherhood and of the Carrier as recorded in our exhibits "1" through "16" clearly and definitely support the claim out of which this dispute arose.

It is affirmed that all data cited and arguments used herein have been presented in substance to the carrier in writing or in conference.

**CARRIER'S STATEMENT OF FACTS:** This is a companion claim to the one filed in behalf of J. H. Turner, as listed in B of RC Grand President Harrison's notice dated January 19, 1954, and all the facts as set forth in that claim apply to this claim insofar as they apply to H. T. Prunty and are hereby made a part hereof.

However, it appears that Relief Clerk H. T. Prunty only worked the General Clerk's job on June 29, 1952 and claimed penalty time at Interchange-Line Desk Clerk's rate. Claim was denied.

**POSITION OF CARRIER:** Our position in this claim is the same as that set forth in the J. H. Turner claim, and is made a part hereof.

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Claim should be denied and we respectfully request that this Division so find.

All data contained herein is known by and has been made known to representatives of claimant, in conference or by correspondence. The correspondence in the claim here at issue being, for all practical purposes an exact duplication of the exchange in connection with the Turner claim, except that it applied to Prunty instead of Turner. Such correspondence is not reproduced in order to save time and filing space.

(Exhibits not reproduced.)

**OPINION OF BOARD:** The parties agree that the facts and circumstances involved and the decision reached in Award No. 6762, this day adopted, are controlling in the instant case. Therefore based on what is said and held in such Award the claim must be and is hereby sustained.

**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 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

The Agreement was violated and the claim should be sustained on the basis of Opinion and Findings in Award No. 6762.

#### AWARD

Claim sustained as per Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon  
Secretary

Dated at Chicago, Illinois, this 10th day of September, 1954.