

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Harold M. Weston, Referee

PARTIES TO DISPUTE:

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

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY**

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

1. Carrier violated the provisions of the Clerks' Rules Agreement when it required employes assigned to stower or caller positions at the Galewood Freight House to assume new duties and responsibilities as of February 27, 1950 but did not apply the rate of pay which conforms with the rate paid positions of a similar kind or class in the seniority district.

2. Carrier shall be required to apply the assemblers' rate of pay to all positions at the Galewood Platform now classified as stower or caller.

3. Carrier shall be required to compensate employes who occupied stower or caller positions working between Runs 13 and 40 the difference between what they earned at the caller or stower rate and what they would have earned at the assembler rate of pay for the period February 27, 1950 to April 16, 1951; and shall also compensate all employes occupying caller or stower positions at the Galewood Platform the difference between what they have earned at the caller or stower rate and what they would have earned at the assembler rate from April 16, 1951 until the violation is corrected.

EMPLOYES' STATEMENT OF FACTS: Prior to February 27, 1950 the Carrier had in effect among various other classifications the following positions as shown on the seniority roster dated January 1, 1950:

57 callers
51 stowers
11 assemblers
22 truckers

the 8-hour day—a few minutes at most. The callers and stowers have not been required to perform any work of higher rated positions and the claim is entirely without merit.

It is the Carrier's position that this claim represents a request for increase in rates of pay and is, therefore, not properly before your Honorable Board. If this claim can be deemed to be properly before your Honorable Board then it is not supported by the facts and circumstances nor by any provision of the schedule rules and we respectfully request that it be denied.

All data contained herein has been presented to the employees.

(Exhibits not reproduced.)

OPINION OF BOARD: It is Petitioner's contention that Carrier violated the Agreement when it required the incumbents of stower and caller positions to perform the duties of the higher rated assembler position without additional compensation. The monetary claim is for the wage differential between the rates for stowers and callers on one hand, and assemblers on the other.

This claim stems from Carrier's installation on February 27, 1950, of an overhead conveyor system to supplant the tractor train method theretofore used to move four-wheel freight trucks from one point to another at Galewood Freight House, Chicago, Illinois. Under the new procedure, the trucks are hooked to and from the overhead conveyor belt instead of being formed into a train of trucks pulled by a tractor, as formerly was the system.

There is no question but that the duties of assemblers included hooking and unhooking the trucks in the tractor train under the former procedure and that stowers and callers have been required to hook and unhook the trucks to the overhead conveyor belt since the new system was introduced. However, it has not been adequately established that the hooking and unhooking required of stowers and callers under the new procedure was other than routine, unsubstantial and incidental to the principal duties of assemblers which call for considerably more skill, training and important responsibilities than does the work in question. On the contrary, it affirmatively appears, and it is uncontroverted, that the assemblers' primary duties under the former system had been to organize and regulate the orderly movement of the tractor trains and that the hooking and unhooking of trucks was merely an incidental and small part of their responsibilities. We do not therefore find any valid basis for the instant claim. This result is not affected by Carrier's refusal to participate in a joint check of the claimants' duties before the changes of February 27, 1950 were accomplished.

We subscribe to the holdings of Awards 8526, 4078 and others cited by Petitioner and we agree that we must be alert lest Rule 19 and other like provisions of the Agreement be circumvented by subterfuge and subtle tactics. However, we are satisfied that these principles are inapplicable to the present situation and that the claim must be denied.

It may be that a new wage rate higher than that now paid callers and stowers would be only fair and warranted by reason of the additional duties assigned to them. This Board does not possess, however, the authority to establish new rates in this situation, and any such action may be taken only through negotiation between the appropriate parties. See Award 8748.

In view of our findings, it is unnecessary to discuss other contentions made by Carrier in this case.

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 Agreement has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of January, 1960.