

Award No. 10198
Docket No. CL-9686

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Thomas C. Begley, Referee

PARTIES TO DISPUTE:

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

**CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD
COMPANY**

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

(1) Carrier violated rules of our Agreement by refusal to adjust rates of pay for Transportation Clerks on the first, second and third shifts at Armourdale Yard, Kansas City, when effective June 1, 1956, the duties and responsibilities of these positions were changed in the character of service required to act as custodian of monies of the Carrier to pay train crews certain stipulated allowances pursuant to Agreement between the Carrier and the Trainmen's Labor Organization.

(2) J. M. Sheehan, A. C. Nisser, J. M. Towns, B. F. Boysen, B. L. Hinkle, and all other clerks who may have worked the Transportation Clerk position, temporary or permanent vacancies, since June 1, 1956, now be allowed an increase of \$15.00 per month, thereby the rate of the Transportation Clerks as of June 1, 1956, be increased the \$15.00 per month.

EMPLOYEES' STATEMENT OF FACTS: May 29, 1956, Terminal Superintendent J. B. Buffalo issued the following instructions:

"Armourdale, May 29, 1956

"J. M. Sheehan
A. C. Nisser
J. M. Towns
B. F. Boysen
B. L. Hinkle

"Due to pooling cabooses between Kansas City & Trenton, Mo., the duties of paying Des Moines Division Train Crews the agreed \$1.50

adjustment in the rate of the position. Rule 69 does not read as the employees would have your Board interpret it, i.e., "any increase in the duties and responsibilities of a position, regardless of how small or insignificant requires an immediate upward adjustment in the rate of pay of the position."

In view of the above, it is the Carrier's position that there has not been "sufficient added duties and responsibilities" in requiring the Transportation Clerks to perform this small amount of work to warrant an upward adjustment in their pay rate of \$15.00 per month. The requested raise in the rate of pay is not supported by the facts in the case. In fact, no upward adjustment is required by the application of Rule 69 of the controlling Clerks' Agreement.

For this reason, the Carrier has declined the claim of the employees and respectfully requests your Honorable Board to do likewise.

It is hereby affirmed that all of the foregoing is, in substance, known to the Organization's representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: The Claimants have failed to meet their burden of proof showing that the duties of the Transportation Clerks have been increased to such a degree as to justify an adjustment in their rate of pay as set forth in Rule 69 and the note thereunder defining "sufficient."

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

For the reasons stated in the Opinion this claim is denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of November, 1961.