

Award No. 10906

Docket No. CL-10912

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

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

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

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

1. Carrier violated and continues to violate the rules of the Clerks' Rules Agreement at Marion, Iowa by assigning higher rated work to a lower rated position and not applying the higher rate.
2. Carrier shall compensate Employee A. D. Woodford for the differential in rates of pay between Position No. 17, Trainmaster's Clerk, \$17.6784 per day, and Position No. 32, Ticket Clerk, \$16.9160 per day, or \$0.7624, for November 25, 1957 and all subsequent days until such time as the violation is corrected.

EMPLOYEES' STATEMENT OF FACTS: The following positions, among others, are maintained by the Carrier at Marion, Iowa, and are involved in this dispute:

Pos. No.	Title of Position	Assigned Hours	Days of Rest	Relieved by Reg. Relief
17	Trainmasters Clerk	8 A. M. - 12 noon 1 P. M. - 5 P. M.	Sun. & Mon.	Yes
32	Ticket Clerk	4 P. M. - 11:59 P. M.	Tues. & Wed.	Yes

Employee H. J. Murphy, with a clerical seniority date of 7/15/12 and non-clerical date of 1/16/46, is the regular occupant of Position No. 17, Trainmaster's Clerk. Employee A. D. Woodford, with a clerical date of 8/18/42 and non-clerical date of 8/11/41, is the regular occupant of Position No. 32, Ticket Clerk. Both of these employees are in Seniority District No. 33.

The calling of crews, marking of board and handling of the crew book is work assigned to and performed by the occupant of Position No. 17 daily

the case covered by Award 4545 had to do with a situation where an employee, classified and paid as a General Clerk, was used during his assigned hours for several days to assist the supervisor in the Rate Department. In that case the Board held he temporarily performed higher rated duties other than those to which he was regularly assigned and was entitled to the higher rate of pay. That is not the situation in the instant dispute and therefore Award 4545 cited by the employees is not in point with the instant dispute.

Carrier respectfully submits that the instant claim is entirely without basis and therefore requests that it be denied in its entirety.

All data contained herein has been made known to the employees.

(Exhibits not reproduced.)

OPINION OF BOARD: This is a dispute between The Grand Lodge, Brotherhood of Railway and Steamship Clerks and The Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

Position No. 17, Trainmaster's Clerk, is occupied by H. J. Murphy. Claimant Woodford is the regular occupant of Position No. 32, Ticket Clerk. The calling of crews, marking of board and handling of the crew book is work assigned to and performed by the occupant of Position No. 17 daily between the hours of 8:00 A. M. and 5:00 P. M. After 5:00 P. M. this work is assigned to ticket clerks in addition to their other duties. From 8:00 A. M. to 5:00 P. M., this work is done by Position No. 17 which receives a higher rate of pay than Position No. 32. So, the Claimant contends that he is doing the work of a higher rated position and therefore entitled to the higher rate of pay. The Carrier contends that the work of crew calling and handling the crew are part of the duties of Position No. 32.

We are of the opinion that the Claimant has failed to show that he was doing work of a higher rated position. Claimant and other ticket clerks had done the work of calling crews and handling the crew book previously. This work is part of the duties of their position.

For the foregoing reasons, there was no violation of the Agreement.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 19th day of November 1962.