

Award No. 11543
Docket No. CL-10323

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Donald A. Rock, Referee

PARTIES TO DISPUTE:

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

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY

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

(a) Carrier violated the provisions of rules of the Clerks' Agreement, specifically Rule 27(e), and

(b) Carrier be required to properly adjust the present rate of Truck Operator Hartranft's assignment account of claimant being required to perform P&D services with the freight delivery truck in the Catasauqua, Pennsylvania area.

EMPLOYES' STATEMENT OF FACTS: Position of Truck Operator, advertised October 1950 as handling less-than-carload shipments from the Allentown Freight Station consigned to freight station at Bethlehem, Penna. also from Allentown Freight Station to freight stations along the line up to and including Nesquehoning Freight Station.

Position advertised as a five (5) day assignment, relief days Saturday and Sunday. Awarded to senior applicant Ralph H. Steckel, Group 2 seniority date — July 27, 1937.

Claimant Lynn Hartranft displaced Ralph H. Steckel from the position of Truck Operator, Allentown, Penna. effective January 3, 1956. Mr. Hartranft's Group 2 seniority date is September 25, 1936.

POSITION OF EMPLOYES: There is in existence an Agreement between The Central Railroad Company of New Jersey and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes, bearing an effective date of December 15, 1952 from which we quote Rule 27(e) as follows:

"RULE NO. 27 — CLASSIFICATION AND RATE BASIS

(e) Where the duties and responsibilities or the character of the service on a regularly assigned position change to the extent

The Carrier affirmatively states that all data contained herein has been presented to the Employees representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: The record shows that while the character of the work performed by the Truck Driver may have changed to a small degree, no evidence has been presented showing that the duties of the position have changed to such an "extent that they are comparable to a higher" rated position in order for the Board to determine whether an adjustment would be justified under Rule 27 (e). We are merely requested to require Carrier to properly adjust the rate of the position without having been informed as to the duties of the position that it is claimed to be "comparable" to the position under consideration. In the present state of the record, we have no alternative than to deny the Employees' claim.

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 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 28th day of June 1963.