

Award No. 11889
Docket No. CL-11940

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

William N. Christian, Referee

PARTIES TO DISPUTE:

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

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS

STATEMENT OF CLAIM: Claim of Terminal Board of Adjustment of the Brotherhood that:

(a) The Carrier violated the Clerks' Agreement when on or about May 1, 1959, it transferred certain duties and responsibilities from the position of Comptometer Operator and Clerk, which position is held by Mrs. A. C. Cacciatore, to the position of Comptometer Operator and Typist held by Mrs. Virginia Sanders in the Vice President-Comptroller and Secretary's Office, Seniority District No. 3.

(b) Mrs. Sanders be paid the difference of \$1.61 per day from September 1, 1959 until the violation is corrected or the rates of pay are properly adjusted.

EMPLOYES' STATEMENT OF FACTS: Mrs. A. C. Cacciatore is regularly assigned to the position of Comptometer Operator-Clerk in Seniority District No. 3 which as of the date of the claim carried a daily rate of \$19.26 (See Employees' Exhibits 1 and 1A).

Mrs. Virginia Sanders is regularly assigned to the position of Comptometer Operator-Typist in Seniority District No. 3 which as of the date of the claim carried a daily rate of \$17.65 (See Employees' Exhibits 2 and 2A).

In December of 1958, Mrs. Cacciatore was assigned to special duties in the office of the Vice-President, Comptroller and Secretary. On or about May 1, 1959, the following duties which were regularly assigned to her position were transferred and assigned to the position occupied by Mrs. Sanders:

Comptometer work on statement of proportioning Joint Special Service expenses to roads.

“ * * * An Accountant may perform all of the book and paper work in an office in slack times but that does not mean that all of it is work significant of an accountant's position. Surely the lower rated duties he is performing may be assigned to clerks when business volume increases without making all of them eligible for accountant's pay. * * * ”

To repeat, the work in question is routine comptometer work which properly may be performed by any comptometer operator.

Rule 48 of the current agreement relied on by the Brotherhood does not support the claim.

Rule 48 reads as follows:

“Preservation of Rates

“Employes temporarily or permanently assigned to higher rated positions or work shall receive the higher rate while occupying such positions or performing such work, unless absent employe is being paid account of sick leave allowance; employes temporarily assigned to lower rated positions or work shall not have their rates reduced.

“A ‘temporary assignment’ contemplates the fulfillment of the duties and responsibilities of the position during the time occupied, whether the regular occupant of the position is absent or whether the temporary assignee does the work irrespective of the regular employe. Assisting a higher rated employe due to a temporary increase in the volume of work does not constitute a temporary assignment.”

The Carrier has shown that there is no sound basis for the Brotherhood's contention that the comptometer work in question is higher rated work; however, assuming, but in no way conceding, that higher rated work is involved, the claim still is not supported by Rule 48. At most, the rule provides for payment of the higher rate while “performing such work.” As explained in the Manager of Labor Relations' letter of March 21, 1960, performance of the comptometer functions enumerated would require a total of 12.5 hours per month. Based on the difference in rates, \$1.61 per day or about 20¢ per hour, no more than \$2.50 per month would be due the claimant.

Insignificant as this claim might be money-wise, the principle involved has almost daily application. Therefore, the Carrier seeks a denial award and a Finding in support of its position that the nature of the work must determine the rate that is paid for its performance.

The claim is wholly without merit and should be denied.

All data submitted in support of Carrier's position has been presented to the duly authorized representative of the Organization and made a part of the particular question in dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: The question is whether Carrier violated the effective Agreement by assigning certain comptometer work, which for-

merly had been done by a Comptometer Operator-Clerk, to Claimant in the position of Comptometer Operator-Typist, without paying Claimant the higher rate of the Comptometer Operator-Clerk position.

The claim is based on that part of Rule 48 of the Agreement which provides:

“Employees temporarily or permanently assigned to higher rated positions or work shall receive the higher rate while occupying such positions or performing such work, . . .”

Specifically, it is contended that Claimant was assigned to higher rated work (as distinguished from higher rated position) within the meaning of Rule 48.

The apparent reason one position was rated higher than the other was not due to the comptometer work common to both, but because one required clerical skill and responsibility as distinguished from the lesser skill and responsibility of typing. Therefore, the transfer of comptometer work was not a transfer of higher rated work.

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 20th day of November 1963.