

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

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

ATLANTA AND WEST POINT RAILROAD

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5448) that:

(a) The Carrier violated the Agreement when, in the office of the Purchasing Agent, Atlanta, Georgia, it discontinued the position of Stenographer-Clerk, rate \$426.21 per month, and concurrently advertised the same position at the rate of \$400.00 per month.

(b) The occupant of the position of Stenographer-Clerk in the office of Purchasing Agent, currently Mrs. Helen Moody, shall be additionally compensated in the amount of \$26.21 per month, beginning February 6, 1963 and continuing thereafter each day the violation is permitted to exist.

EMPLOYEES' STATEMENT OF FACTS:

1. There were two positions in the office of Purchasing Agent, Atlanta, Georgia, namely,

- (a) Stenographer-Clerk, rate \$426.21 per month, regularly assigned to Mrs. Juliette Gable.
- (b) Comptometer Operator, rate \$395.16 per month, regularly assigned to Miss Mary Nell Butler.

2. Mrs. Gable gave notice of her intent to retire under the provisions of the Railroad Retirement Act, and consequently tendered her resignation from the Carrier's service, on or about January 31, 1963.

On January 31, 1963, the Carrier issued bulletins announcing that both the position of Comptometer Operator and that of Stenographer-Clerk would be abolished, effective at the close of business February 5, 1963. (Employees' Exhibits A and B.)

All that was done in the instant claim was an undertaking on part of Carrier's Purchasing Agent to correctly reclassify two jobs where conditions had changed. Manifestly, it would have been unfair to the comptometer operator to transfer work from a higher paid job without proper compensation.

There was nothing wrong in Carrier's action in setting rate of \$400.00 on stenographer-clerk's job. That salary was adequate for the job content and in line with similar jobs in General Office building. Carrier made no money by this transaction.

In Carrier's opinion, there is no merit to this claim, and we respectfully request it be denied.

OPINION OF BOARD: After the retirement of the occupant of Stenographer-Clerk position in the office of the Purchasing Agent at Atlanta, Georgia in June, 1962, Carrier removed the stationery work from this position and assigned it to the Comptometer Operator position. Then by Bulletins Nos. 102 and 103, Carrier abolished the positions of Stenographer-Clerk, rate \$426.21 per month, and Comptometer Operator, rate \$395.16 per month, effective February 6, 1963. Concurrently, with the issuance of these bulletins, Carrier advertised two new position, that of Stenographer-Clerk at \$400.00 per month, and Comptometer Operator-Clerk at \$425.00 per month.

The occupant of the position of Stenographer-Clerk since February 6, 1963, contends that Carrier conferred on the Comptometer Operator the higher rate without transferring the higher rated duties and responsibilities of the position of Stenographer-Clerk. Claimant asserts a violation of Rule 40 and requests additional compensation, amounting to \$26.21 per month, the difference between the rate she receives and the rate of the Stenographer-Clerk position before February 6, 1963.

Carrier maintains that the rates were not transferred from one position to another, that the established positions were not discontinued and new ones created under new titles, and that the reassigned duties to the Comptometer Operator warranted the higher rate.

Rule 40 states that positions, not employees, shall be rated and that the transfer of rates of one position to another shall not be permitted except by negotiation. Although some clerical duties were transferred from the Stenographer-Clerk position to the Comptometer position, the position of Stenographer-Clerk after February 6, 1963, covered the same class of work, including the higher duties of the discontinued position. The rates of the two positions were traded; the higher rate was given to the Comptometer-Clerk position without the higher duties, whereas the Stenographer-Clerk received the lower rate while basically continuing the same duties.

Thus, in violation of Rule 40, there was a rating of employees, rather than a rating of positions. Accordingly, the claim is sustained, and Claimant is entitled to the higher rate.

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 violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of October 1965.