

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Claude S. Woody, Referee

PARTIES TO DISPUTE:

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

**SOUTHERN PACIFIC COMPANY
(Pacific Lines)**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5791) that:

(a) The Southern Pacific Company violated the Clerks' Agreement between the parties effective October 1, 1940, as amended, when it transferred a major portion of duties from higher-rated Position No. 6, Cashier, and permanently assigned those duties to lower-rated Position No. 10, Chief Accountant, without benefit of appropriate rate adjustment; and,

(b) The Southern Pacific Company shall now be required to compensate Francis E. Jacobs, Jr., incumbent of Chief Accountant Position No. 10, his substitutes and/or successors, if any, for the difference between Chief Accountant's rate of pay, \$21.27 per day and equitable rate of \$22.51 per day, plus applicable wage adjustments, from April 3, 1961, and each date thereafter employees involved are required to perform the duties of Cashier Position No. 6 while being compensated at lower rate of Chief Accountant Position No. 10.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement bearing effective date October 1, 1940, reprinted May 2, 1955, including revisions (hereinafter referred to as the Agreement), between the Southern Pacific Company (Pacific Lines) (hereinafter referred to as the Carrier) and its employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees (hereinafter referred to as the Employees) which Agreement is on file with this Board and by reference thereto is hereby made a part of this dispute.

1. On or about April 3, 1961, a Regional Accounting Bureau was installed at Fresno, California to centralize Division accounting, and incumbents of various positions at the Fresno Local Freight Office under supervision of Agent D. W. Hynie were notified on March 16, 1961, that their

Personnel, and by letter dated March 26, 1962 (Carrier's Exhibit E), the latter denied the claim.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant Jacobs, incumbent Chief Accountant, Position No. 10, has been assigned duties previously assigned to higher-rated Position No. 6. The Organization argues that this Board has authority to find that Carrier violated its agreement, not by the reassignment, but, rather, by the reassignment without commensurate adjustment of the rate for Position No. 10.

This issue has been handled on the property as a case for adjustment of the rate in question to an "equitable" rate. The record contains no evidence that the reassignment was ultra vires, i.e., that the "major portion of duties" transferred to Position No. 10 were higher-rated duties. The claim alleges the reassigned duties were transferred ". . . from higher-rated Position No. 6, Cashier, . . ." (Emphasis ours), but does not allege that the transferred duties were, in fact, higher-rated duties. See Award No. 14218 (Stark).

This Board has repeatedly held that it has no authority to reclassify positions or order a change in rate of pay. Such matters are properly reserved to negotiation by the parties.

The claim must be denied.

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 claim should be denied in its entirety.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 10th day of February 1967.

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