

Award No. 18638
Docket No. CL-19023

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

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

**BURLINGTON NORTHERN INC.
(Formerly Northern Pacific Railway Company)**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6881) that:

1. The Carrier violated the rules of the current Clerks' Agreement, which became effective July 1, 1963, when it assigned higher-rated work to yard clerks at Dickinson, North Dakota, and failed to compensate such employees at the higher rates.

2. The Carrier shall now compensate Yard Clerk A. J. Schuch and Relief Clerk B. M. Klug, Dickinson, North Dakota, and their successors at the rate of \$30.00 per day instead of \$23.64 per day, commencing with March 1, 1968.

3. The Carrier shall now compensate Yard Clerk M. M. Klug, and Relief Clerk D. W. Hall, Dickinson, North Dakota, and their successors at the rate of \$30.00 per day instead of \$23.64 per day, commencing with May 1, 1968.

EMPLOYEES' STATEMENT OF FACTS: The following positions were maintained in the yard office at Dickinson, North Dakota, as of March 1, 1968:

Yardmaster — rate \$32.56 per day — 6:00 A. M. to 2:00 P. M.,
Mon. thru Sat.

Yardmaster — rate \$32.56 per day — 2:00 P. M. to 10:00 P. M.,
Sun. thru Fri.

Yard Clerk — A. J. Schuch — rate \$23.64 per day — 10:00 P. M.
to 6:00 A. M., Wed. thru Sun.

Relief Clerk — B. M. Klug:

Friday — 12:30 P. M. to 8:30 P. M. — Ticket Clerk

mitting information between the Dispatcher and other employes if and when necessary. Also, subsequent to the abolishment of the Night Roundhouse Foreman position on December 1, 1967 the Yard Clerk on duty handled the engine crew board which had been set up by the Day Roundhouse Foreman before going off duty at 7:00 P.M., calling engine crews when ordered. All yard office employes are located in the roundhouse at Dickinson. The volume of crew calling and board handling at Dickinson between the hours of 10:00 P.M. and 6:00 A.M. is not heavy. With the exception of engine crew board handling and crew calling subsequent to December 1, 1967, the duties of the 10:00 P.M. Yard Clerk assignment were not different than they had been for many years.

Effective May 1, 1968, the one remaining yard engine assignment at Dickinson was discontinued, and thereafter any switching necessary at that point was handled by the Dickinson-Gladstone road switcher during daylight hours. This change reduced the need for yard supervision to the extent that the second shift Yardmaster position was discontinued. The first shift Yardmaster was assigned to work from 7:00 A.M. to 3:00 P.M. At the same time, the Yard Clerk position was changed to work from 11:00 P.M. to 7:00 A.M., and another Yard Clerk position was established to work from 3:00 P.M. to 11:00 P.M. at the same rate of \$23.64 per day. Claimant B. M. Klug was assigned to this position, and Claimant D. W. Hall became the occupant of the Relief Clerk position, working the rest days of the two Yard Clerks. The newly established Yard Clerk position performed substantially the same duties of preparing and maintaining various reports and records, handling the crew board, calling crews, checking cars, and transmitting or relaying information between other employes when necessary.

The claim presently before the Board represents the Employes' contention that the rate of pay applicable to the two Yard Clerks' positions at Dickinson should be increased from \$23.64 to \$30.00 per day. The parties have agreed that the claim for higher rate of pay terminated as of January 8, 1969, and the claim does not extend beyond that date. Copy of letter agreement containing this agreed to stipulation is attached hereto as Carrier's Exhibit No. 1.

(Exhibits not reproduced.)

OPINION OF BOARD: The facts of this record reveal that claim is made for an increase in rates of pay for yard and relief yard clerks who have allegedly been assigned to perform certain higher-rated duties previously performed by employes of a Craft and Class not within the Scope of the Clerks' Agreement. Petitioner bases the claim on the provisions of Rule 51 — Preservation of Rates of this Agreement, but that rule confines itself to positions within the Scope thereof and not to all positions maintained by Carrier on its property regardless of Craft.

Petitioner is here asserting a claim for change in rates of pay upon which this Board is not empowered to act. The method by which such revisions in rates of pay, rules and working conditions must be handled is provided under Section 6, Railway Labor Act. Accordingly, the claim is dismissed for lack of jurisdiction of this Board.

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 Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board does not have jurisdiction over the dispute involved herein.

AWARD

Claim dismissed in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 16th day of July 1971.