

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number 22018
Docket Number CL-22003

James F. **Scearce**, Referee

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(**Express** and Station **Employees**
PARTIES TO DISPUTE: (
(The Western Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
GL-8318, that:

1. The Western Pacific Railroad Company violated Rule 7 of the Agreement when it arbitrarily increased the duties and responsibilities of the Portola Train Desk-Crew Clerks without proper compensation being negotiated with the duly accredited representatives.

2. The Western Pacific Railroad Company shall now be required to allow Mr. R. M. McCormick, Mr. **T. F. Nally**, Mr. W. E. **Simmons**, Mr. J. C. Redd, Mr. D. A. Dayton, Mr. R. A. Dore, Mr. H. D. **Manit**, the difference between the abolished positions **of Yardmasters'** rate of pay and their clerical positions from May 25, 1975 until the violation of Rule 7 ceases.

OPINION OF BOARD: A series of operational decisions by the Carrier had the effect of substantially reducing the volume of work at its facilities at Portola, California, so **much** so that the only activity was that of **"main-lining"** through trains and the operation of a Local **on an** as-needed basis. Such **changes** in operations included the discontinued use of switch engines and the abolishment of **Yardmaster** positions. These changes occurred between February 9, 1975, and May 6, 1975, at which time the discontinued operations and job **abolishments** were completed.

The Organization has asked this Board to take cognizance of its claim that the actions **of** the Carrier had the effect of arbitrarily increasing the duties of the Portola Train Desk Crew Clerks without a corresponding increase in compensation having been negotiated.

This Board needs look no further than Rule 7 to conclude that the claim is improperly before this Board:

"ADJUSTMENT OF RATES

Rule 7. When there is sufficient increase or decrease in the duties and responsibilities of a position or change in the character of service. required, the compensation for that position will be properly negotiated with the duly accredited representatives, but established **positions** shall not be discontinued and new ones created under the same or different titles covering relatively the same class of work for the purpose or with the effect of reducing the rate of pay or evading the application of these rules."

The Rule is clear in providing the avenue of negotiations: ". . .with the duly accredited representatives..." This matter has been dealt with on numerous occasions by the Board and we are satisfied that the circumstances of this case are not at variance from the application of similar rules. We are compelled to dismiss these claims, in that we have no authority to establish rates of pay because of asserted accretion of added duties. This matter is not properly before us.

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.

A W A R-D

Claims are dismissed.



NATIONAL RAILROAD ADJUSTMENT BOARD
By **Order** of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this **14th** day of April **1978**.