

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **24272**
Docket Number **CL-24308**

Tedford E. Schoonover, Referee

PARTIES TO DISPUTE: { (Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, **Express** and Station **Employees**
(**Elgin**, Joliet and Eastern Railway Company

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood (**GL-9547**)
that:

1. Carrier violated the effective Clerks' Agreement when it abolished Position **GT-197** and reinstated it under a different title and thereby reduced the rate of pay;

2. Carrier shall now compensate Clerk J. Moran and/or his successor or successors in interest; namely, any other employe or employees who have stood in the status of Claimant as occupant of **Position GT-480** for the difference between the rate of pay of that **position** and the rate of pay of **Position GT-197; commencing** on July 22, **1980** and continuing for each and every day thereafter that a like violation exists.

OPINION OF BOARD: This claim arises **over** yard clerical **jobs' in Carrier's** operations serving the U. S. Steel facility in South Chicago. During the spring and **summer** of **1980**, as steel production **slowed**, the Carrier made corresponding reductions in yard clerical jobs. Later, as production increased, the Carrier instituted increases in the level of yard clerical help as needs warranted.

Prior to April **23, 1980**, Claimant was assigned to Yard Clerk Position **GT-202**, duties as follows:

"Checking cars, checking inbound and outbound trains **and** preparing train checks and miscellaneous yard clerical **work** as directed."

When Position **CT-202** was abolished **on** April 23, **1980**, Carrier assigned its residual yard clerical duties to Position **GT-197**, Assistant Chief Yard Clerk, a higher rated position. Duties of **GT-197** related to calling **employees** for vacancies and general **supervision** of yard clerical forces. This situation continued from April **23** to June **29, 1980** when steel operations stopped and the Carrier abolished virtually all yard clerical jobs, including **GT-197**.

Later in the s-r as steel operations resumed the Carrier increased its yard clerical work force. Thus, effective July 22, **1980** an extra job was started -- **CT-480** -- to perform train checking duties. later, as the work **continued** and it was determined by the Carrier that **CT-480** was needed on a regular basis it was bulletined with the following duties:

"**Checking** yards; carding cars **and** miscellaneous yard clerical work including weighing cars and handling related records. **Perform** janitorial duties as directed."

The claim is based on the contention that the train checking duties, absorbed by **GT-197** when **GT-202** was abolished entitles incumbent of **GT-480** the higher rate of **GT-197**, which was also abolished. Rules cited by the Brotherhood in support of the claim are:

"RULE 19 - REDUCING AND INCREASING FORCE

(b) When a position is abolished, the remaining work will be assigned to positions with rates equal to or in excess of the rate of the position abolished. If an abolished position is restored with original duties, its former rate, subject to general wage revisions, will be restored."

"RULE 53 - PRESERVATION OF RATES

Employees temporarily or permanently assigned to higher rated positions or work shall receive the higher rates for the entire day. Employees 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 a position is absent or whether the temporary assignee does the work irrespective of the presence of the regular employs."

"RULE 55 - NEW POSITIONS

(a) **The** wages for new positions shall be in conformity with the wages for **positions** of similar kind or class in the seniority district where created. When there are no positions of similar kind or class where the new position or positions are created the rates of pay shall be fixed by negotiation and **agreement** between the management and the General **Chairman**."

"RULE 66 - ABOLISHING ESTABLISHED POSITIONS

Established positions shall not be discontinued and new ones created under the **same** or different title covering relatively the same class or kind of work for the purpose of reducing the rate of pay or evading the application **of** these rules."

The Brotherhood agrees that when **GT-202** was abolished and its train checking duties were absorbed by **GT-197**, the requirements of Rule **19(b)** were properly complied with by the Carrier. But the Brotherhood disagrees with Carrier actions when yard service jobs were restored. In this connection it

is **important** to note that the duties referred to from **GT-202** were routine yard clerical duties of train checking, not the calling and supervisory work of **GT-197**.

The Carrier listed five yard clerical positions in South Chicago having the same routine yard checking duties and same rate of pay as GT-480, without complaint. The routine train checking work absorbed temporarily by **GT-197** during the period when operations were being contracted from April to **June 29, 1980**, were never exclusively reserved to the position as evidenced by many other positions with routine yard checking duties. It is also noted that when positions were **restored**, the higher rated duties of **GT-197** were assigned to position **GT-191** which carried the title of Chief Yard Clerk with a correspondingly higher rate than routine yard checking positions such as **GT-480**. Actually the rate for **GT-191** was higher than the rate of former supervisory job **GT-197**. This would appear, as stated by the Carrier, to be in accord with the requirements of Rule **19(b)**. Thus, as new jobs were established with the increase of business the wage rates set appear to conform with "the wages for positions of similar kind or class in the seniority district where created", as required by Rule **55**.

The Awards **4, 5** and **6** of **FLB** No. **31** dealt with a similar set of claims between these same parties. This Board sees no basis to vary from the reasoning adopted in those cases. **Thus**, in this case, just as in those, the lower rated yard clerical work absorbed by **GT-197** when **GT-202** was abolished was later **included** in **GT-480**, with a comparable rate of pay to other yard clerical positions performing the **same** level of work. **This Board** does not agree that such action violates provisions of the Agreement cited by the Brotherhood and it is, therefore, our determination that the claim is without merit.

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

Claim denied.

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NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 23rd day of March 1983.

