

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25904

Docket Number CL-24885

George V. Boyle, Referee

PARTIES TO DISPUTE: ((Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
(Chicago, Milwaukee, St. Paul and Pacific Railroad Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-9671) that:

1) Carrier violated the Clerks' Rules Agreement at Milwaukee, Wisconsin when it failed and/or refused to properly compensate Employees S. M. Rakowski, R. M. Davis and S. M. Grieger from April 1, 1980 to and including December 31, 1980.

2) Carrier further violated and continues to violate the Clerks' Rules Agreement at Milwaukee, Wisconsin when it failed and/or refused to properly compensate Employees S. M. Grieger, S. M. Rakowski and R. M. Davis commencing January 1, 1981.

3) Carrier shall now be required to properly compensate Employees Rakowski, Davis and Grieger for the difference in the rates of their regularly assigned positions and that of Key Punch Operator Positions 21070, 21080, 21090, 21100 and 21110 for each workday and/or holiday commencing April 1, 1980 and continuing to and including December 31, 1980; reparation to be determined by check of Carrier's records.

4) Carrier shall now be required to properly compensate Employees Grieger, Rakowski and Davis for the difference in rates of their regularly assigned positions and that of Key Punch Operator Positions 21070, 21080, 21090, 21100 and 21110 commencing January 1, 1981 and continuing each workday and/or holiday until the violation is corrected."

OPINION OF BOARD: The three Claimants were Key Punch Operators at Milwaukee, Wisconsin occupying Positions Nos. 21140, 21150 and 21160. On April 27, 1979, the Employees communicated by letter with the Carrier raising the question of why the Claimants received a lower rate of pay than other Key Punch Operators. Among their allegations were the following points:

1) The Carrier had pooled the Key Punch work in the Milwaukee Shops area, including that which had formerly been done in the Regional Office, Material Division and the Mechanical Department.

2) The three Claimants who had formerly worked in the Material Division, were not receiving "the uniform rate of pay established for such positions throughout the property."

3) The three positions in question had carried the rate of pay "commensurate with other Keypunch Operator positions throughout the property, and at some time Carrier failed to properly reflect some wage adjustments during the period from 1960 and the time the evaluation fund was distributed"

In subsequent correspondence the Employees argued that heretofore the work of the Material Department had been physically separate, distinct and under different supervision. They contended that the "pooling" had altered these distinctions and thus the Claimants were entitled to the higher rate of pay earned by the other Keypunch Operators.

The Carrier responded that Keypunch Operators, as well as other occupations, have different pay rates and in this case the differential had resulted from negotiated rates which had historically maintained the difference. Moreover, it was maintained that the Keypunch Operators in these positions were performing the same duties as previously and the rates of pay had been uncontested for twenty (20) years indicating that the Organization "had conceded the rates thereon to be proper."

Additionally, the Carrier indicated that the entire claim was time barred since it was not presented within 60 days as provided under Rule 36.

Further, it is the Carrier's contention that the proper vehicle for a reclassification and pay rate increase would be by negotiation. This could not be accomplished by appeal to the Board since it would be beyond the Board's authority.

In this matter, regardless of either party's position under Rule No. 36, the Board must hold that the claim is invalid. The Employees must assume the burden of proof that a pay increase is warranted and this they have failed to do beyond mere assertion. Nowhere have they demonstrated that the Keypunch Operators' duties, responsibilities, work load, skills or any working conditions have changed. They were Keypunch Operators and they remain Keypunch Operators and compensated as such. If there is an inequity to be rectified, it remains for the parties to the negotiated agreement to identify and rectify it.

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 Employee 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

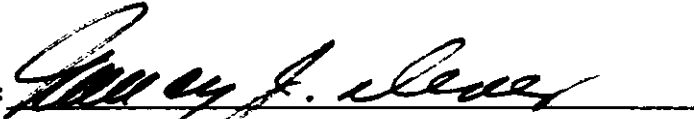
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:

A handwritten signature in cursive script, appearing to read "Nancy J. Dever", is written over a horizontal line.

Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 26th day of February 1986.