

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26034
Docket Number CL-26177

Marty E. Zusman, Referee

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

STATEMENT OF CLAIM "Claim of the System Committee of the Brotherhood
(GL-9961) that:

(1) Carrier violated the Clerks' Rules Agreement when it failed and refused to compensate Computer Control Specialist W. G. Martin, St. Louis, Missouri, for the difference in rate of pay between rate of Computer Control Specialist and that of Computer Operations Supervisor effective January, 1983, and continuing each month he is required to assume or assist on the duties of Computer Operations Supervisor.

(2) Carrier's action is in violation of Rule 31 of the Agreement between the parties.

(3) Carrier shall be required to compensate Claimant Martin as claimed."

OPINION OF BOARD: Claim before the Board centers upon the issue of whether the Carrier violated Rule 31 of the Agreement wherein it is alleged that Claimant was required to perform higher rated work. Claimant is a Computer Control Specialist and was required to perform some duties of the Computer Operations Supervisor. As such, it is alleged that the Agreement was violated in that Claimant performed as a Computer Operations Supervisor assuming all responsibilities of that position while paid at a lower rate of pay.

A complete review of the record finds no merit to the Claim at bar. Claimant's job description clearly specifies and includes the work disputed. Claimant is performing the work required as a Computer Control Specialist. There is no evidence in the record that Claimant performs any duties of the Computer Operations Supervisor which are not listed in his own job description, nor is there any evidence of record that Claimant assumes any of the responsibilities of the Computer Operations Supervisor.

In the view of this Board, while some functions overlap, the burden of proof to establish that Claimant assumed the responsibilities and authority inherent in the Supervisor position has not been met.

As such, this Board finds the Claim to be without merit. The Claimant is fulfilling the obligations of his position assignment upon which his rate of pay is predicated and no violation of the Agreement is supported by any evidence of record that Claimant performed Supervisory duties not listed in his own job description.

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 Employee 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

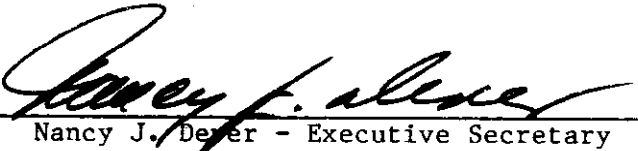
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois this 28th day of May 1986.

