

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32881
Docket No. CL-33604
98-3-97-3-50**

The Third Division consisted of the regular members and in addition Referee Robert Richter when award was rendered.

**(Transportation Communications International Union
PARTIES TO DISPUTE: (
(Springfield Terminal Railway Company**

STATEMENT OF CLAIM:

“Claim of the System Committee of the Organization (GL-11684) that:

This claim is filed on behalf of Mr. Richard Knox, Clerk, East Deerfield, Massachusetts. The Claim is for sixty (60) days at the Yardmaster's rate of One Hundred Thirty-Two Dollars and Fifty-Two Cents (\$132.52) per day, for a total of Five Thousand Three Hundred Dollars and Eighty-Two Cents (\$5,300.82). Mr. Knox will settle for the difference from the regular pay, which totals One Thousand Two Hundred Ninety-Five Dollars and Twenty-Two Cents (\$1,295.22). The dates covered are February 24, 1995 to April 24, 1995.

The Carrier violated the Agreement when it abolished Yardmaster positions at East Deerfield, Massachusetts, and delegated that work to the 1500 Clerk assignment without added compensation for additional responsibilities and duties.

The Rules violated are 11, 12, 14, 16 and 17.

This claim is valid and must be paid. Please inform me of the date and amount of payment.

Case No. II (ST 96-16)

This claim is filed on behalf of Mr. Richard Knox, Clerk, East Deerfield, Massachusetts. The claim is for thirty (30) days at the Yardmaster's rate

of One Hundred Thirty-Two Dollars and Fifty-Two Cents (\$132.52) per day, per rata, (total of Three Thousand Nine Hundred Seventy-Five (\$3,975.00) Dollars), or One Hundred Ninety-Eight Dollars and Seventy-Eight Cents (\$198.78) at the punitive rate, (total Five Thousand Nine Hundred Sixty-Three Dollars and Forty Cents (\$5,963.40). Mr. Knox will settle for the difference between the two rates for a total of One Thousand Nine Hundred Eighty-Eight Dollars and Forty Cents (\$1,988.40).

The Carrier violated the Agreement when it abolished Yardmaster positions at East Deerfield, Massachusetts, and delegated that work to the 1500 Clerk assignment without added compensation for additional responsibilities and duties.

The rules violated are 11, 12, 14, 16 and 17.

This claim is valid and must be paid. Please inform me of the date and amount of payment."

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

The Organization argues that the Carrier violated Rule 14(a) of the Agreement and that the other Rules cited support its position that Rule 14(a) was violated. It takes the position that the Yardmaster's work was transferred to the 1500 Clerk position. The Organization claims the Yardmaster rate of pay for the Clerk position in accordance with Rule 14(a), which reads as follows:

“(a) When there is a material increase or decrease in the duties and responsibilities of a position, the rate of pay for that position, upon request, will be the subject matter of adjustment with the General Chairman.”

The Organization has the burden to prove the Agreement was violated. It has failed to cite any past practices or Awards that require the Carrier to adjust rates in circumstances similar to this case. It also argues for a rate of pay covered by another craft represented by another Organization. It is clear that all the Rule 14(a) provides is that the General Chairman may request a rate adjustment. It does not call for an automatic change in rate.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

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

Dated at Chicago, Illinois, this 21st day of October 1998.