

NATIONAL RAILROAD ADJUSTMENT BOARD
Third Division

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT
HANDLERS, EXPRESS AND STATION EMPLOYES**

THE COLORADO AND SOUTHERN RAILWAY COMPANY

DISPUTE.—

"Request that position of 'Trucker' at Boulder, Colo., be reclassified to that of 'Warehouse Foreman' at a daily basic rate of \$4.43, also that employee affected be compensated for the difference between 'Trucker's' rate of \$3.73½ per day and Warehouse Foreman's rate from March 23, 1933."

FINDINGS.—The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds 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.

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

The parties to said dispute were given due notice of hearing thereon.

The parties jointly certified the following statement of facts and the Third Division so finds:

"Prior to June 10, 1931, the warehouse force at Boulder, Colo., consisted of the following assigned positions:

"1 Warehouse Foreman.

"1 Trucker.

"assisted by a Baggage-man-Station Attendant, when not engaged in performing Baggage-man-Station Attendant's duties. With close of business June 9, 1931, the regular position of Warehouse Foreman, at a daily basic rate of \$4.43, was abolished.

"On June 10, 1931, position of a second Trucker at a daily basic rate of \$3.73½ was created. This position was abolished January 15, 1932.

"On January 26, 1933, the regular trucker position was abolished. This position was restored on March 23, 1933 and since that date the warehouse force has consisted of the following positions:

"1 Trucker.

"assisted by a Baggage-man-Station Attendant when not engaged in performing Baggage-man-Station Attendant's duties.

"A joint check to determine the list of duties and time consumed by the trucker was made by Agent at Boulder and General Chairman on January 22, 1934."

There is in evidence an agreement between the parties, bearing effective date of July 1, 1924, and the petitioner cites and relies upon the following rules in support of claim:

"RULE 2—1ST PARAGRAPH

"Employees who regularly devote not less than four (4) hours per day to the writing and calculating incident to keeping records and accounts, writing and transcribing letters, bills, reports, and statements and similar work, and to the operation of mechanical office equipment and devices in connection with such duties and work shall be designated as clerks.

"RULE 52—RATING POSITIONS

"Positions (Not employees) shall be rated and the transfer of rates from one position to another shall not be permitted.

"RULE 53—PRESERVATION OF RATES ON ASSIGNMENTS

"Employees temporarily or permanently assigned to higher rated positions shall receive the higher rates while occupying such positions; employees temporarily assigned to lower rated positions 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 the position is absent or whether the temporary assignee does the work irrespective of the presence of the regular employee. Assisting a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment.

"RULE 55—NEW POSITIONS

"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. If no position of similar kind or class exists in the seniority district where created, comparison shall be made with positions in other seniority districts.

"RULE 63—RATES

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

The carrier represents that, due to decrease in business, it was necessary to reduce forces; therefore, the Agent assumed supervision of the warehouse and position of Warehouse Foreman was abolished. After the discontinuance of position of Warehouse Foreman, the duties of Trucker were materially different from the duties previously performed by the Warehouse Foreman.

The carrier further represents that the classification and rating of the position of Trucker were in accordance with the provisions of the Agreement.

The Third Division finds that the occupant of the position in question performs a large portion of the same class of work performed by the occupant of the position formerly classified and rated as Warehouse Foreman. He does not, however, perform supervisory duties or other important work such as making outside inspections and O. S. & D. and P. F. E. reports. Reclassification to Warehouse Foreman is not warranted. The position, however, does warrant classification and rating above that of Trucker.

Based on the evidence, the duties assigned to and performed by the occupant of this position warrants a classification such as Warehouse Clerk, Clerk-Warehouseman, or Warehouseman and a rate of pay to correspond with such respective classification; such rate to be established in accordance with the provisions of Rule 55, effective March 23, 1933.

AWARD

Claim sustained to extent of above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD

By Order of Third Division

Attest: **H. A. JOHNSON**

Secretary

Dated at Chicago, Illinois, this 2nd day of October, 1936.