

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Mortimer Stone, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES
THE COLORADO AND SOUTHERN RAILWAY COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees:

(1) That Carrier violated Rules of current Agreement dated July 1, 1924, particularly Rule 63 thereof, when on or about January 11, 1949 it abolished three (3) positions of Steno-Clerk, each rated \$9.61 per day, and concurrently therewith established three (3) positions of Typist-Clerk, each rated \$8.73 per day in office of Freight Claim Agent, Denver, Colorado.

(2) That Carrier restore the Agreement rate of \$9.61 per day for each position retroactive to the date they were unilaterally discontinued, i.e., January 11, 1949, and compensate all employees for wage loss sustained that may have been involved in or affected by this agreement violation from January 7, 1949 to date said agreement violation is corrected.

EMPLOYEES' STATEMENT OF FACTS: On January 7th, 1949 the Freight Claim Agent issued notice No. 30, abolishing three (3) Stenographer-General Clerk's positions effective with close of business January 11th, 1949. Copy of notice attached and shown as Employees' Exhibit "A." On January 7th three (3) Typist-Clerk positions were advertised for bid as per Notice Nos. 31, 32 and 33. Copies of these notices are attached hereto and shown as Employees' Exhibits "B," "C" and "D."

The three (3) Typist-Clerk positions were awarded on January 13th. Copies of notices attached hereto and shown as Employees' Exhibits "E," "F" and "G."

The Brotherhood protested to management, stating that the rules of the Agreement had been violated by the abolition of the three (3) stenographer-General Clerk positions and the creation of three (3) Typist-Clerk positions at a lower rate of pay covering relatively the same class of work, and that some of the work had been assigned to an excepted position.

The Carrier installed Ediphones on the same date that the three Stenographer-General Clerk positions were abolished—January 11, 1949.

The amount of work being performed by the Stenographer-General Clerks, was not materially reduced, and these clerks were performing the same amount

The typist-clerk positions were new positions made necessary by the elimination of the requirement for stenographers and the elimination of clerical work due to changes in office procedure and the installation of Ediphone equipment.

"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."

The rate for these new typist-clerk positions was established in accordance with this rule, as similar typist-clerk positions were in existence in the offices of the General Auditor and Freight Traffic Manager, on the same type of work; that is, transcribing material recorded on Ediphone machines. These typist-clerk positions were rated at \$8.73 per day.

The employees, in handling this case on the property, relied on Rule 63 of the current agreement, which reads as follows:

"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."

Rule 63, of course, has no application to this case as the new positions do not cover "relatively the same class of work." The abolished positions consisted primarily of stenographic duties together with some clerical work. As previously stated, all of the stenographic work was discontinued and the small amount of remaining clerical work was transferred to another clerical position. The presently existing positions requires only the services of typists. There is a vast difference between a stenographer and a typist: a stenographer is skilled in the art of writing in shorthand by the use of abbreviations or characters which represent entire words or phrases. From these abbreviations or characters the stenographer transcribes dictated material in typewritten form. Shorthand writing is much more difficult and requires a greater period of study and practice than does typewriting. A typist only requires the ability to properly operate a standard keyboard typewriter. To acquire such ability it is usually necessary to devote a relatively short period of time and practice. A stenographer, however, must be able to (1) write shorthand rapidly, and (2) operate a standard typewriter with as much or more efficiency than a typist.

With the use of Ediphone machines the need for stenographic assistance disappears and the need for typists increases. The Ediphone machine reproduces to the typist the sound transmitted previously through a phonographic recorder. The only requirements of employees engaged in transcribing material from Ediphone machines are that they possess normal hearing and are able to operate a standard typewriter.

The incumbents of the new typist-clerk positions devote eight hours per day in transcribing material recorded on these machines. They do not perform any clerical work; they do not take dictation or perform any of the duties commonly ascribed to a stenographer, other than manipulating a typewriter.

In handling this case on the property the employees cited Third Division Award 3396, a case which involved the same parties as here in dispute. Award 3396 is clearly inapplicable in the instant case.

We submit that the record in this case clearly warrants that the claim be denied in its entirety.

(Exhibits not reproduced.)

OPINION OF BOARD: Due to increased volume of work in the Freight Claim Agent's Department, Carrier reorganized its work and abolished three positions of "stenographer-general clerk," the daily duties of which consisted

of about three hours of clerical work each, the taking of dictated letters in shorthand, and the typing of the shorthand notes so taken. Under the rearrangement some of the clerical work was eliminated and the rest assigned to other employes; Ediphone equipment was installed to record and reproduce all dictating so that the need for taking and transcribing shorthand notes was eliminated, and three new positions were established entitled "typist-clerk."

The bulletined description of the duties of the abolished positions was:

"Stenographic work, prorating claims, filing and other general office work. Applicant must be a first-class stenographer account heavy stenographic work which will be required on this position."

That of the new positions was:

"Typing statements, cutting stencils, transcribing from Ediphone machines and other assignments that may be given this position."

Applicants for this position must be fully qualified, excellent typists."

Claim is here made that Carrier violated Rule 63 which provides in usual phrase that 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 the rules. It is contended that the newly created position of typist-clerk covered relatively the same class of work as the abolished position of stenographer-general clerk.

In the claim before us the end result accomplished by the new position was identical with that accomplished by the old. The job content of the old position was transcription of the spoken work by means of stenographic notes and typing; that of the new position was transcription of the spoken word by means of oral recording and typing. The former position required both typing and the more difficult shorthand skill and the new position required typing skill and use of Ediphone. The tasks of the abolished position had not decreased or vanished but had been split in three parts; one part, the clerical duties, being assigned to an excepted position, another part to a mechanical device, and the third part to the new position. Except for the clerical work, which was not definitive, the employe in the new position, with the aid of the recording machine, performed the identical task assigned to the abolished position.

The rule employs the verb "discontinued" while here the position was "abolished," but we are unable to follow Carrier's contention that there is any distinction in the use of the two words as employed here.

While some of the earlier awards follow the theory that the requisite method and skills should control in determining the relativity of positions, the awards generally have held that change in the method of performance from manual to mechanical means, or change from more difficult to simpler mechanical method of performance does not justify change of rate under the rule, in that by either method "relatively the same class of work" is performed. In other words, the rule applies to positions covering relatively the same class of accomplishment, rather than to methods covering relatively the same class of mechanical operations or the same class of skills. The fact that, by rearrangement or partial mechanization of the work, there is assigned to one employe or to a newly created position, only one portion of a task where the entire task had formerly been assigned, has repeatedly been held not to destroy the relativity of the classes of work or justify a change of rating of the new position, except through negotiation, even where the requirements for the new assignment are minor. See Award No. 4078. Similarly, it has been held that the assignment of three hours' work from an abolished position to a lower rated position violated the intent of the rule. Award 751. Consistently with the overwhelming weight of decision, we must hold that the rate may not be reduced.

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

That both parties to this dispute waived oral hearing thereon;

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 Carrier violated the Agreement.

AWARD

Claims 1 and 2 sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 19th day of January, 1950.