

Award No. 5251
Docket No. CL-5158

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert O. Boyd, Referee.

PARTIES TO DISPUTE:

NORTHERN PACIFIC RAILWAY COMPANY

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

STATEMENT OF CLAIM: Claim as presented by the System Committee of the Brotherhood in behalf of Miss LaVonne Londin, Messenger, St. Paul District Accounting Office, for payment at the rate of \$10.26 per day instead of \$7.33 per day on April 14 and 15, 1948, based on Rule 52 of the Clerks' Agreement effective June 1, 1946.

CARRIER'S STATEMENT OF FACTS: At the time this claim arose Miss LaVonne Londin occupied a position of messenger in the Eastern District Accounting Office, which position was paid a rate of \$7.33 per day. The duties assigned to the position of messenger consisted of delivering messages in the Eastern District Accounting Office and to other offices in the General Office Building, filing documents, sorting and filing train and enginemen's time slips, opening and sorting incoming mail, addressing envelopes and placing outgoing mail in envelopes for mailing.

Positions of timekeeper are also maintained in the Eastern District Accounting Office, which positions were paid a rate of \$10.26 per day at the time this claim arose. The duties and responsibilities assigned to the positions of timekeeper consist of checking time slips to ascertain whether hours and rates claimed are in accordance with schedule rules; determine whether all time slips are received for a particular payroll; prepare time checks upon proper authority; keep records on all vacations paid; prepare vacation cost statements and classification reports, as well as various other reports and statements; handle payroll deduction cards; make new payroll deduction cards when necessary or make additions or deletions from old payroll deduction cards as required; balance all payrolls after paychecks are issued; make necessary corrections on payrolls, pay documents, earning cards, etc., in order to properly balance payrolls; handle contract records for each payroll; balance outside insurance contracts and prepare statements for insurance companies; prepare plate orders for new employees as well as plate change orders for any necessary changes in the status of individuals.

On April 14 and 15, 1948, Miss Londin was given lists of names of certain train and engine service employees, which lists showed the earnings of such employees by months, and was requested to secure the time slips from the files for the employees whose names appeared on the lists which had been handed to her. Miss Londin removed the time slips from the files for the employees shown on these lists, which work was performed intermit-

tions; employes 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 employe. Assisting a higher-rated employe due to a temporary increase in the volume of the work does not constitute a temporary assignment."

The Carrier by its action in assigning Miss Londin to handle clerical work normally attached to and performed by timekeepers on April 14 and 15 did not while she was so engaged, abolish her regularly assigned position of Messenger nor did they place anyone on the job to fulfill the duties normally attached thereto during Miss Londin's absence therefrom while performing work of a Timekeeper, hence, in effect their action was violative of Rule 39 in that they required her to suspend work on her regularly assigned position during regular hours to absorb overtime.

Rule 52 of our Agreement, as will be noted above provides that where employes are temporarily or permanently assigned to higher-rated positions they shall receive the higher rate while occupying such positions. That the claimant was temporarily assigned to a higher-rated position is not denied by Management, however, they deny her claim for the rate of pay attached to the Timekeeper's position on the sole basis that she did not assume the duties and responsibilities of the Timekeeper's position.

The duties and responsibilities of the Timekeeper's position are, among other things, to check and verify claims of Train and Engine employes for vacation allowances under terms of Agreements governing their working conditions. This is the function of the Timekeeper's duties that the claimant performed. She did not perform nor do we allege that she was required to fulfill and perform all of the duties and responsibilities of the higher-rated position. That she is entitled to the higher rate, that is the Timekeeper's rate for her services under this rule has heretofore been the subject of claims before your Honorable Board on similar cases with other carriers and our Brotherhood, one of which may be specifically cited as dealing with matters not unlike those involved in the instant case. Award 4545. There, with Judge Wenke as Referee, your Honorable Board stated:

"* * * the rule does not contemplate that the employe assigned must necessarily fulfill and perform all of the duties and responsibilities of the higher-rated position. We think the rule means that when an employe is assigned to and devotes his time to the performance of duties and responsibilities of a higher-rated position he is entitled to the rate thereof although he may not necessarily perform all the duties and responsibilities thereof. See Awards 2270 and 3032 of this Division." (Emphasis supplied.)

The Employes feel that Miss Londin's claim for the higher rate (Timekeeper's rate) for the Timekeeper's clerical work performed by her on April 14 and 15, 1948, is supported by the rules of our working conditions Agreement.

(Exhibits not reproduced.)

OPINION OF BOARD: It is contended by the Organization in behalf of Miss LaVonne Londin, who holds a position as messenger, that when she was instructed to obtain from the files certain time slips for the timekeeper, she was performing the duties and responsibilities of a higher paid position and was entitled under Rule 52 of the current Agreement to the pay of the higher position. It is contended in particular that when the claimant was instructed to get the time slips she was instructed to add certain figures and compare totals with a form theretofore prepared in

order to determine that she had obtained all of the time slips requested, and that such work constituted performing the duties and responsibilities of timekeeper.

One of the regular duties of the claimant was to file documents, and obtaining documents from the files is not beyond the scope of that duty. The fact that she exercised ingenuity and used a calculating machine to aid her in determining whether she had all of the requested time slips did not transfer her work into that of a timekeeper who, presumably, uses a calculating machine regularly in his work. The only responsibility demanded of the claimant was that she accurately produce from the files the time slips desired. This was within her assigned duties. The facts show that the claimant is efficient and has used initiative and enterprise in her work; but we are limited to determining whether the facts demonstrate an application of the rule as claimed, and we cannot so find.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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

The facts of record do not support the claim.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 9th day of March, 1951.