

Award No. 9482

Docket No. CL-9214

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

William E. Grady, Referee

PARTIES TO DISPUTE:

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

CHICAGO AND EASTERN ILLINOIS RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

1. That Carrier violated Rules of the Clerks' Agreement when effective April 9, 1955, and continuing thereafter until June 7, 1956, it required the Ticket Clerk-Baggage-man to assume duties normally assigned to the Station Master-Ticket Agent on Saturdays(s), one of the latter's designated rest days each week.

2. That the Ticket Clerk-Baggage-man, D. M. Day, be paid the difference between the Agreement rate established for the Station Master-Ticket Agent; namely, \$405.08 per month, equivalent to \$18.63 per day, and \$14.83 per day, or the Agreement rate established for position of Ticket Clerk-Baggage-man, for Saturday, April 9, 1955, and the Saturdays of each week thereafter until the Rule violation was corrected on June 7, 1956.

EMPLOYEES' STATEMENT OF FACTS: There were employed at Carrier's Danville, Illinois, Passenger Station immediately preceding this claim the following force all covered by the Scope Rule of the Brotherhood's Agreement with the Carrier:

Position	Name of Assignee	Hours of Service Assignment	Rate of Pay	Designated Rest Days
Station Master-Ticket Agent	V. H. Ellerman	7:30 A. M.-4:30 P. M.	\$4.05.08	Sat.-Sun.
Night Station Master	D. Huffman	11:50 P. M.-7:50 A. M.	17.30	Wed.-Thurs.
Baggage-man-	J. H. Anderson	6:30 A. M.-3:30 P. M.	14.83	Sat.-Sun.
Ticket Clerk	M. L. Turner	4 P. M.-12 midnight	14.83	Mon.-Tues.
Ticket Clerk				

"answer telephone calls"

"issue instructions received thereover to other station employes, trainmen or car inspectors"

"make out necessary cash slips"

None of the activities listed are those peculiar to the position of Stationmaster. The answering of telephone calls is the function of any clerk and is one of the principal duties of a ticket clerk, which was the position claimant was filling.

The act of relaying messages from someone in authority to other employes is likewise a function performed by any clerk and does not constitute the assumption of supervisory responsibility. Even when the Stationmaster is on duty, the clerk receiving such a message would convey it to the proper party.

Again, the making out of the "necessary cash slip" is a normal function of a ticket clerk, who is required to account for any monies received and make remittance to the proper authority as required.

None of the duties cited by the General Chairman are duties peculiar to the Stationmaster's position. On the contrary, they are duties customarily performed by a ticket clerk—even while the Stationmaster is on duty. More specifically, they are duties customarily performed by the position of Ticket Clerk-Baggage-man on which claimant was performing relief.

The claim is based on the proposition that claimant was required to perform the duties of the Stationmaster's position. The record is wholly lacking in evidence that claimant was in fact required to perform other than the customary duties of the ticket clerk position relieved. The facts of record do not justify an affirmative award.

(Exhibits not reproduced)

OPINION OF BOARD: This claim is for a pay differential between jobs. It is asserted that relief Ticket Clerk-Baggage-man, D. M. Day, at Danville, Illinois, herein called "Claimant", there filled the higher rated job of Station Master-Ticket Clerk, herein called "Station Master", on Saturdays, from April 9, 1955 to June 7, 1956, and is therefore entitled to the difference between his rate and the higher rate for those days.

The question presented is one of fact.

Prior to his death on March 6, 1955, a Station Master worked on Saturdays at Danville. No one was thereafter formally assigned to the job until Saturday, June 9, 1956. Meanwhile, Claimant was the only clerical employe working on Saturdays.

Claimant on Saturdays performed few, if any, supervisory duties of a Station Master, at least in the sense of directing others. On the other hand, Claimant on Saturdays did make up the daily remittance for the location and deal with operating employes. An assigned Station Master apparently was needed prior to March 6, 1955, and again commencing on Saturday, June 9, 1956. Absent evidence of a change in operations or the like, and there is none, it follows that between those dates there was a gap on Saturdays which Claimant filled with the Carrier's knowledge. Whether or not Claimant per-

formed every duty of Station Master on Saturdays, he was responsible for on the spot performance of Station Master duties and coped with those which confronted him. Carrier could have arranged otherwise but it did not.

The claim will be sustained for the difference between Claimant's straight time rate and the straight time rate of Station Master for each Saturday on which Claimant worked beginning with Saturday, April 9, 1955 and ending with Saturday, June 2, 1956.

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 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 there was a violation.

AWARD

Claim sustained in accordance with Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of June 1960.