

Award No. 15175

Docket No. CL-15615

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

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

SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5735) that:

(a) The Carrier violated the Clerical Agreement on the date of May 1, 1963, and has on each work day since May 1, 1963, violated the Agreement by requiring and permitting Miss Mildred Westbrook and Mrs. A. C. Ransom, Key Punch Operators, Machine Accounting Bureau, Office of Director, Revenue Accounting, Atlanta, Georgia, to perform for a minimum of four (4) hours daily higher rated duties that are assigned to Head Clerks, Mrs. Henrietta Maag and Mrs. Mary Milner, respectively.

(b) Claimant Mildred Westbrook shall for four (4) hours daily be paid the difference in her daily rate of \$19.37 and that of Mrs. Henrietta Maag's a \$22.99 per day Head Clerk position, commencing May 1, 1963, and continuing until such time as the rules violation is discontinued.

(c) Claimant Mrs. A. C. Ransom shall for four (4) hours daily be paid the difference in her daily rate of \$19.37 and that of Mrs. Mary Milner's \$23.49 per day Head Clerk position.

EMPLOYEES' STATEMENT OF FACTS: Miss Mildred Westbrook is a Key Punch Operator in the Machine Accounting Bureau, Office of Director, Revenue Accounting, Atlanta, Georgia, and has a seniority date of October 16, 1929.

Mrs. A. C. Ransom is a Key Punch Operator in the Machine Accounting Bureau, Office of Director, Revenue Accounting, Atlanta, Georgia, and has a seniority date of February 16, 1929 (No. 2).

Mrs. Henrietta Maag and Mrs. Mary Milner are Head Clerks in the keypunch section of the Machine Accounting Bureau, Office of Director, Revenue Accounting, Atlanta, Georgia, and have daily rates of pay of \$22.99 and \$23.49, respectively.

employee. Assisting a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment.

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(b) (Revised, effective October 1, 1938.) Except as provided in Rule 44, the wages for new positions shall be fairly comparable with wages for positions of similar kind or class in similar locations in the Seniority District where created; if no comparable position in the seniority district in which new position is to be created, the rates for comparable positions in other similar districts and locations shall be considered.

(c) (Effective September 1, 1926.) The transfer of rates from one position to another shall not be permitted. Except when changes in rates result from negotiations for adjustments of a general character, the changing of a rate of a specified position for a particular reason shall constitute a new position.

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(e) (Effective June 1, 1921.) Except as otherwise provided in these rules, 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.

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(Exhibits not reproduced.)

OPINION OF BOARD: Organization predicates its claim here on its assertion that it requires and permits Claimant Keypunch Operators "to perform for a minimum of four hours daily higher rated duties" that are assigned to Head Clerks Mrs Henrietta Maag and Mrs. Mary Milner, respectively.

It is stated by Carrier that for some years it has been a practice for various Keypunch Operators to "assist daily in the minor details of separating and arranging the various classes of work papers for processing after they arrive in the Section."

Admittedly such assistance cannot now be held to constitute working in the position of Head Clerk.

The duties of the Head Clerk positions are described by the Carrier, thus:

"To supervise the activities of Keypunch Department. Ability to teach others in operation and programming of the machines is essential."

The Organization has clearly failed to meet its burden of proving Carrier practice complained of violated the Agreement.

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

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of January 1967.