

Award No. 16536
Docket No. CL-17243

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John J. McGovern, Referee

PARTIES TO DISPUTE:

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

HOUSTON BELT AND TERMINAL RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6365) that:

1. The Carrier violated and continues to violate the rules of the Clerks' Agreement when effective January 4, 1967 it transferred the work of making liquor report from accountant position No. 87, rate \$24.99 per day, to Steno-Clerk position No. 91, rate \$23.74 per day.
2. Miss Margaret Davila shall now be allowed the difference of \$1.25 each work day beginning January 4, 1967.

EMPLOYEES' STATEMENT OF FACTS: As of December 30, 1966 there existed in the accounting department at the Crawford Street Freight Office the following positions:

Position	Rate of Pay
Chief Accountant No. 79	\$28.23
Accountant No. 80	25.76
Accountant No. 81	24.99
Accountant No. 83	24.99
Accountant No. 84	24.99
Accountant No. 85	24.99
Accountant No. 86	24.99
Accountant No. 87	24.99
Prepay & Expense- Bill Clerk No. 88	25.25
Steno-Clerk No. 91	23.74

OPINION OF BOARD: Carrier abolished an Accountant's position, the principal duties and responsibilities of which were assigned to other Accountant positions. One of the duties however, that of handling the liquor report was assigned to the lower rated position of Steno-Clerk. This consumes between 30 minutes to an hour each day. Claim has been submitted for the higher rated pay of the Accountant position based essentially on an alleged violation of Rule 50(a), which in pertinent parts reads:

"RULE 50(a).

PRESERVATION OF RATES

Employees temporarily or permanently assigned to higher rated positions or work shall receive the higher rates for the full day while occupying such position or performing such work; employees temporarily assigned to lower rated positions or work shall not have their rates reduced."

The same issue involving for all practical intents and purposes the same Rule, was considered in Award 15629. In commenting on the language of the Rule in that case, we said:

"We do not necessarily conclude that one must assume all duties and responsibilities, or that one must assume all the work involved. We do conclude however that Rule 59 contemplates at least a substantial fulfillment of the position or work in order for a Claimant to collect the higher rate of pay. To say that the performance of the work in question was such a substantial fulfillment, when it involved approximately 2½ hours on each occasion, is tantamount to an unreasonable construction of the rule itself."

The reasoning employed in Award 15629 is applicable to the instant case and we accordingly adopt it. We will deny the claim.

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

That the parties waived oral hearing;

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 by the Carrier.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of August 1968.

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