



Award No. 18503

Docket No. CL-18495

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John B. Criswell, Referee

PARTIES TO DISPUTE:

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

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6664) that:

1. Carrier violated the Clerks' Agreement when, effective April 16, 1968, Clerk Donald J. Pozniak, occupant of General Clerk position No. 208 in the Disbursements Accounting Department of the General Accounting Office, St. Louis, Missouri, was required to assume new duties and responsibilities which were added to his regular assignment, and which duties were the same as those of higher rated position of Personal Clerk No. 024, without adjusting the rate of pay commensurate with work performed, in violation of Rule 31 (c) of the current Clerks' Agreement.

2. Carrier shall be required to compensate Clerk Donald J. Pozniak, in the amount of 93 cents per day, beginning April 16, 1968, and continuing on the same basis for the claimant and/or his successor, for each subsequent work day, Monday through Friday, representing the difference between \$26.91, the rate of General Clerk No. 208 to which the claimant is assigned, and \$27.84, the rate of Personal Clerk position No. 024, the position to which the higher rated duties and responsibilities are assigned.

(NOTE: Claim is subject to all subsequent wage increases.)

EMPLOYEES' STATEMENT OF FACTS: The claimant, Mr. Donald J. Pozniak, seniority date July 3, 1950, on the General Accounting Office seniority roster and district, on the claim date, held regular assignment to General Clerk position No. 208, in the Disbursements Accounting Department, daily rate \$26.91, assigned hours 8:15 A.M. to 5:00 P.M., meal period 12:25 P.M. to 1:10 P.M., five days per week, Monday through Friday, rest days Saturday and Sunday, which position he had held since assignment by exercise of seniority, effective November 28, 1966.

The assigned duties of General Clerk No. 208 are as follows:

"Perform all duties properly coming within the rate of pay in connection with clerical positions in any area of the Disbursements Office."

adjustment in the rate of pay of the General Clerk position No. 208 in Disbursements Accounting Office, St. Louis, Missouri, effective April 16, 1968 in the amount of 93 cents per day, and effective July 1, 1968 an upward adjustment of 24 cents per day instead of 93 cents per day, with claim on a continuous basis.

It is the position of the Carrier that claims filed on behalf of 'his successors' are invalid as the 'employee involved' has not been named or properly identified as required by Rule 43 of the Clerks' Agreement.

Our records indicate that on April 16, 1968, a small amount of clerical work, namely, 'handle all correspondence from vendors pertaining to invoice and purchase order discrepancies to a conclusion and maintain necessary files on same' was assigned to the General Clerk position No. 208.

Investigation develops that there has been no substantial increase in the duties and responsibilities of the occupant of the General Clerk position in Disbursements Accounting Office at St. Louis. In fact, years of practice show that the positions of Deduction Clerk, Accounts Payable Clerks and Invoice Accountants, all having a lower daily rate of pay, perform certain duties that have substantially the same purpose and function as the duty in question. The trivial amount of duties added to the General Clerk position, which may be performed on lower rated positions, is not sufficient to warrant an increase in the present rate of pay.

In view of the foregoing, claim is without merit or rule support and is respectfully declined.

Yours truly,

/s/ O. B. Sayers"

6. Conference was held by the parties on June 10, 1969; however, the parties were unable to resolve the dispute.

OPINION OF BOARD: Claimant was regularly assigned to General Clerk Position No. 208. His assigned duties were listed, and on April 16, 1968, he was sent the following:

"In addition to those duties which you now have, you will be responsible for the following:

Handle all correspondence from vendors pertaining to invoice and purchase order discrepancies to a conclusion and maintain necessary files on same."

The Organization asked that the rate of pay be increased to that of Personal Clerk No. 024.

Under Rule 31 (c) employees assigned to higher rated positions receive the higher rate while occupying such positions.

The additional duties assigned the Claimant are not among those shown for Clerk No. 024. We cannot find in the Organization's handling of the matter

sufficient proof to convince us the work was equivalent to the higher rated position, a burden it must support.

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.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of April 1971.