NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 20038
THIRD DIVISION Docket Number CL-20105

Burl E. Hays, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes
(Missouri Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-7256) that:

1. Carrier violated the Clerks' Agreement, in particular Rule 31, when it failed to properly rate the position of Steno-Clerk No. 215, in accordance with duties assigned, when such position was transferred to Dupo, Illinois, in lieu of General Clerk - Steno No. 219, which formerly performed the work here involved at Dupo, Illinois.

2. Carrier shall now be required to compensate Clerk M. J. Ceasar, the difference in rate of pay, $1.29 per day, between that of General Clerk - Steno No. 219, and Steno-Clerk No. 215, beginning Monday, October 11, 1971, and continuing each work day, Monday through Friday, until the violation is corrected. Claim is to include any successor(s) to Clerk M. J. Ceasar, who is assigned to the position of Steno-Clerk No. 215, after it was transferred to Dupo, Illinois.

OPINION OF BOARD: The System Committee of the Brotherhood alleges that Carrier violated the Clerk's Agreement effective September 1, 1952 (as amended and supplemented) and particularly Rule 31(d) which reads as follows:

> "Positions (not employes) shall be rated. The transfer of a rate from one position to another shall not be permitted except by mutual agreement of the parties signatory hereto."

The following facts are not in dispute: On June 30, 1967, Carrier established a position of General Clerk Steno No. 219, rated at $24.55 per day, in Carrier's Office of Assistant Superintendent at Dupo, Illinois. On May 17, 1971, this job was assigned to Mrs. E. M. O'Laughlin but, according to a letter from Mr. O. B. Sayers, Carrier's Director of Labor Relations, to General Chairman Hawthorne, dated March 28, 1972 (R.p26) Mrs. O'Laughlin "was not able to satisfactorily perform all of the duties of the job and approximately two-thirds of the duties were transferred to Steno Clerk Job No. 215, headquarters Superintendent's Office, St. Louis." Later Mrs. O'Laughlin transferred into the General Accounting Office, at which time Job No. 219 rated at $34.91 per day was advertised on August 26, 1971, and was assigned to Mrs. F. M. Hert. Mrs. Hert's former position of Steno Clerk Job No. 215 then rated at $33.62 per day, with headquarters also in the Superintendent's office, St. Louis, after one assignee was disqualified, was assigned to Claimant Mrs. H. J. Ceasar. On October 11, 1971, this position was transferred to the Assistant Superintendent's Office, Dupo, Illinois.

The Committee in this claim asks that Claimant now be paid the difference in rate of pay between her job as Steno Clerk No. 215 and that of General Clerk Steno No. 219, in the agreed amount of $1.29 per day, insisting that in Carrier's Dupo office she has been doing higher rated work which was originally performed by the position of General Clerk No 219 in that same office.

The Board is aware of Carrier's contention that adjusting rates of pay or fixing rates of pay is a matter for negotiation between the parties and is not a function of this Board, as set forth in Awards 9307 (Schedler), 12724 (Coburn), 9508 (Elkouri), and many others. However, we do not believe in this case the Board is being asked to do this. Rather, we think that Claimant, after being transferred to the Dupo office in Job 215 did, in fact, perform at least part of the duties originally performed in that office by the position of Job 219, which was higher rated work. This Board has held many times that it is not necessary for an employe to take over and perform all of the duties of a higher rated position in order to be entitled to pay at the higher rate. See Awards 12634 (Seff), 14681 (Dorsey), 16461 (Engelstein), 17170 (Rohman). We believe the claim should be sustained.

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 Employes involved in this dispute are respectively Carrier and Employes 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 violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 20th day of November 1973.