

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25048
Docket Number CL-25051

John F. Cloney, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employes
(Chesapeake and Ohio Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-9716)
that:

(a) The Carrier violated Rules 15, 18, 43, 44 and others of the Clerks' Agreement when Brother Roy L. Barker, position E-4, Secretary, Management Information Services, is being paid the rate of \$1,797.11 for secretary's duties when he should be paid \$2,124.22, the rate of Chief Clerk, and also have his title changed to Chief Clerk.

(b) Roy L. Barker should be paid the difference in his pay from his regular rate of \$1,797.11 and Chief Clerk's rate of \$2,124.22 every day (60) sixty days prior to November 28, 1979 and to be continuous until such violations are stopped.

OPINION OF BOARD: On January 21, 1975 the parties agreed to a transfer, consolidation and reorganization of certain functions of the Planning Department at Baltimore, Md. As a result the position of Chief Clerk was abolished along with two others and the position of Secretary - Management Information Services, E-4 and another were established. Claimant Roy L. Barker, a Chief Clerk, exercised seniority and obtained the Secretary E-4 position effective February 18, 1975. His Chief Clerk rate was guaranteed for five years.

The duties assigned to the Chief Clerk position were:

1. Supervision of clerical employees, including the following:

(a) Handle and distribute mail, prepare personnel and payroll records, requisitions and related reports.

(b) General secretarial duties, including shorthand, typing and transcribing.

2. Other incidental duties.

The Secretary E-4 position duties are described as:

1. General secretarial duties, including taking dictation in shorthand, transcribing, typing, filing, operating copy machine, telephoning, handling visitors, appointments, reservations, requisitions and related secretarial work.

2. Other incidental duties.

On November 20, 1979 Claimant Barker wrote the Organization stating his duties included:

1. Weekly preparation of a 38 man payroll together with related reports.
2. Maintenance of service records, vacation records and sick pay allowance records for the above employees.
3. Maintenance of stationary supplies for the Systems Planning and Development Department, including the stocking of over 50 forms.
4. Secretary to Director K. R. Smith
5. Stenographer - Clerk to Assistant Directors G. P. Atkinson and R. G. McNaughton.
6. Typist for 14 non-contract employees.

He further informed the Organization "... it is necessary that I assume the duties usually assigned to a Chief Clerk as well as act as a Secretary, Stenographer-Clerk and Typist." Finally he noted his guarantee would end in February, 1980, resulting in "a drastic loss of income". Thereupon the Organization filed this claim contending the Carrier required Barker to perform all of the normal duties formerly assigned to the Chief Clerk's position and alleging the duties he now performs are "identical in nature to those" he performed as Chief Clerk.

The Carrier contends the duties Claimant enumerates are routine record-keeping functions required of a secretarial position. To the extent the Chief Clerk position involves record keeping such duties are not an integral part of the job, the primary function of which is supervision. It further notes Claimant does not contend he has supervisory duties. The Carrier alleges there has been no change in Claimant's duties since the position was established and believes the claim was motivated by the impending loss of the rate protection.

The evidence does not establish to the satisfaction of this Board that Claimant's duties in his present position are the same as those he performed as Chief Clerk which is the heart of the issue before us. The only evidence of any sort in the record as to Claimant's duties is the description of them contained in his November 20 letter. That letter does not detail what his duties as Chief Clerk had been. While some of his claimed duties are compatible with the Chief Clerk position description they are compatible with the description of the Secretary position also. There is no evidence or even claim, of supervisory responsibility.

Accordingly, and putting aside questions of laches and whether this is really a claim to have a position upgraded we conclude Claimant has not met his burden of establishing he is in fact performing the Chief Clerk position.

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

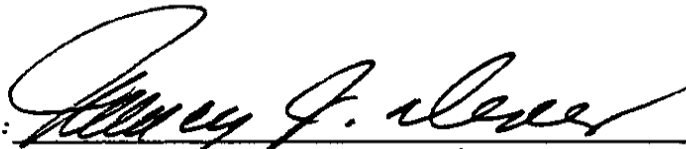
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:



Nancy J. Deyer - Executive Secretary

Dated at Chicago, Illinois, this 4th day of October 1984.

