

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25598
Docket Number CL-25806

James Robert Cox, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks
(Freight Handlers, Express and Station Employees
(
(The Texas Mexican Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-9927) that:

1. Carrier violated the Clerks' Rules Agreement which became effective June 1, 1982, and in particular Rule 42, when it required Station Accountant Arnoldo R. Hinojosa to perform the work assigned to the Cashier and failed and refused to compensate Clerk Hinojosa accordingly.

2. Carrier shall now be required to compensate Clerk Arnoldo R. Hinojosa for the difference in the rate of pay between that of Station Accountant and Cashier each day December 13, 14, 15 and 16, 1982.

OPINION OF BOARD: Rule 42 of the Agreement states that employees temporarily assigned to a higher rated position or work will receive higher rates for the full day while occupying such position or performing such work.

In the absence of Cashier Gutierrez during four days in December 1982, Claimant Hinojosa performed certain duties the Cashier regularly undertook while Gutierrez trained on his Station Accountant position. According to the Organization, work performed by the Claimant on the four days included receiving customer paperwork on cars going to Mexico, receiving payments, filing, and making remittances to the Treasurer. The Carrier acknowledges that Claimant had been instructed to take over the Cashier's job, but states that the duties of the two classifications overlap except for the Cashier's supervisory functions. The Carrier argues that Station Accountants are, in effect, assistants to the Cashier. The overlap of these two classifications appears to be significant.

The evidence clearly establishes that the Chief Clerk told Claimant to work the Cashier position. The Carrier contends that the Clerk did not temporarily assign Claimant to the position, but merely assigned him duties which had regularly been performed by both Cashiers and Station Accountants in the course of their work. The evidence also showed that employees other than Claimant and the regularly assigned Cashier normally performed the duties carried on by Claimant on the days in question.

While the evidence does not establish a need for a replacement for the Cashier, Claimant was given the Cashier Assignment. Once having been assigned to that position, he was entitled to be paid in accordance with Rule 42. Employees are paid at the rate of their assigned classifications even when performing duties which are not the primary duties of that classification or which may also be performed by lower rated employees.

Claimant to be paid the differential between the rate of the Cashier's position and the rate actually received for the four days in issue.

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 violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Nancy J. Decker - Executive Secretary

Dated at Chicago, Illinois, this 22nd day of August 1985.

