

The Third Division consisted of the regular members and in addition Referee Irwin M. Lieberman when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
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(Soo Line Railroad Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-10265) that:

1. Carrier violated the Agreement between the parties at Shoreham Yard, Minneapolis, MN, when on September 4, 1984, and each succeeding day, the Carrier assigned the higher rated work of transmitting administrative messages to K. R. Johnson, Steno-Clerk #43005; work formerly assigned and handled by the Operator positions, (#43022, #43023, and #43024), at Shoreham Yard, Minneapolis, MN.

2. Carrier shall now be required to compensate Ms. K. R. Johnson the difference in the rates of pay of the Steno-Clerk position and the Shoreham Operators' positions, for each and every day commencing September 4, 1984, that this violation continues.

3. The successor, successors or relief, if any, of the above named employee shall be compensated in like manner."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

On September 4, 1984, Carrier informed Claimant that she would be required to transmit administrative messages and also remove and file such messages from the printer. These functions had been assigned to the Operators at the Shoreham Yard. The change was caused by the consolidation of the Central and Western Divisions of Carrier. According to the Organization, following the change 80 per cent of Claimant's time was spent in handling and sending administrative messages. Rules 47 and 50 are relied on by the Organization. Those rules provide:

"RULE 47, Preservation of Rates

Employees temporarily assigned or permanently assigned to higher rated positions shall receive the higher rates while occupying the said position; employees temporarily assigned to lower rated positions shall not have their rates reduced.

A temporary assignment contemplates the fulfillment of the duties and responsibilities of the position during the time occupied, whether the regular occupant of the position is absent or whether the temporary assignee does the work, irrespective of the presence of the regular employee. Assisting a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment."

"RULE 50, Adjustment of Rates

When there is a sufficient increase or decrease in the duties and responsibilities of a position or change in the character of the service required, the compensation for such position will be subject to adjustment by mutual agreement with the duly accredited representative, but established positions will not be discontinued and new ones created under the same or different titles covering relatively the same class or grade of work, which will have the effect of reducing the rate of pay or evading the application of these rules."

The Organization argues that Claimant is now required to perform the higher rated duties of the Operators' position, but is being compensated at the lower rate of pay attached to her position. It is maintained further that in the application of Rules 47 and 50 it is not required that an employee must take over and perform all the duties of the higher rated position.

Carrier argues that Claimant had always typed administrative messages. The only difference, according to Carrier, was that now Claimant used a CRT Keyboard rather than a typewriter. Thus, Carrier states that there was no increase in duties or responsibilities, but rather an increase in the amount of work assigned to Claimant. Carrier also notes that similar work with respect to administrative messages is handled by other TCU employees throughout Carrier's system and is not assigned exclusively to Operators.


There is no evidence that Claimant was either temporarily or permanently assigned to the equivalent of an Operator's position. Her work load may have increased, but not her duties and responsibilities. Further the record indicates that Claimant had previously performed the type of work in question. There was no proof that Claimant was assigned to higher rated work. There is no showing that either Rule 47 or Rule 50 was violated in this instance. Thus there is no rule support for the Organization's position; the Claim does not have merit.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 20th day of November 1989.