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AWARD NO. 21

NRAB DOCKET NO. 01-8444

CASE NO. 21

SSW FILE R-51-1013
BRC FILE NR-27-49

SPECIAL BOARD OF ADJUSTMENT NO. 169

PARTIES } The Brotherhood of Railway and Steamship Clerks
TO }
DISPUTE } St. Louis Southwestern Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

(1) That Carrier violated the Clerks' current Agreement on December 8, 1952, when it established nine new International Business Machines positions in the office of Superintendent of Transportation, Tyler, Texas, at rates of pay which were not in conformity with rates attaching to comparable positions in other seniority districts of the Carrier in Tyler, Texas,

(2) That the nine employees originally assigned to the new positions and all other employees succeeding them thereon, be reimbursed for all wage loss account such violation, from December 8, 1952, until the violation is corrected, such reimbursement to be allowed on the basis of the difference in rates of the positions established and those of comparable positions in the Machine Room installation, located in the office of Auditor of Disbursements, Tyler, Texas, in which installation the International Business Machine work for office of Auditor of Disbursements and Auditor of Freight Accounts, Tyler, Texas, was being performed by employees from three seniority rosters.

FINDINGS: In December, 1952, Carrier installed International Business Machines in the office of Superintendent of Transportation. Such machine operations had been installed in the office of Auditor of Disbursements in 1947 and rates had been established for Machine Supervisor, Machine Operators, Head Key Punch Operator and Key Punch Operators, along with other operations. The rates of pay for machine positions in the office of Superintendent of Transportation for Head Machine Operator, Machine Operators, Head Key Punch Operator and Key Punch Operators were set at a rate below the prevailing rate in the office of Auditor of Disbursements.

Claims are brought here on the allegation of the Employees that the above-mentioned jobs in the office of Superintendent of Transportation were comparable jobs to the same titled jobs in the office of Auditor of Disbursements and, being new positions, the rate should have been set at the same rate prevailing in the office of Auditor of Disbursements, and allege a violation of Rule 43 of the current agreement, which reads as follows:

"The rates of pay for new positions will be in conformity with wages for analogous positions of similar kind and class in the seniority district where established; if no existing position

"in the seniority district, then the rate of pay for new position will be established with due regard to the rates attaching to comparable positions on other seniority districts."

The only thing the Board has before it in this case is whether or not, as a matter of fact, are the positions in the office of Superintendent of Transportation comparable to those positions in the office of Auditor of Disbursements.

The Board called in key personnel in the two departments and took testimony from them and after hearing all the testimony involving the operations of machines, responsibility and duties attached to their jobs, the Board is driven to the conclusion that while the machine work in the two departments is very similar there is a distinct difference in the requirements of accuracy and responsibility attached to the positions in the office of Auditor of Disbursements, and to such an extent that this Board cannot properly say that the positions in the two departments are comparable jobs and, not being comparable, under the rule, we have no authority to tamper with the rates that exist. It is only when the new positions are comparable to the old positions that we have a right to make any finding that disturbs the rates that have already been established. Finding that the jobs in the office of Superintendent of Transportation are not comparable to the jobs in the office of Auditor of Disbursements, we can find no basis upon which a sustaining award can be made in this case.

AWARD: Claim denied.

/s/ Frank P. Douglass
Frank P. Douglass, Chairman

/s/ W. E. Straubinger
W.E.Straubinger, Employee Member

/s/ L. C. Albert
L.C.Albert, Carrier Member

Tyler, Texas
April 1, 1957.