

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward F. Carter, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

**THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY**

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

(a) Clerk Troy Tally shall be given credit for clerical experience accumulated in the Army of the United States; and,

(b) Clerk Troy Tally shall be paid the established rate of pay of the position he occupied retroactive to April 1, 1946.

EMPLOYES' STATEMENT OF FACTS: Mr. Troy Tally, Class 3 seniority date of December 15, 1940 and Class 1 seniority date of June 14, 1941, occupies Yard Clerk-Stenographer Position No. 585 at Arkansas City, Kansas. Prior to his induction into the Army of the United States and entry into active military service on December 11, 1942, Clerk Tally had accumulated credit for fifteen months' clerical experience, had been advanced to the intermediate rate of pay and only needed to accumulate about three months additional credit to entitle him to the established rate of pay of any Class 1 position on which he performed service for this Carrier.

While in military service Mr. Tally spent three months at basic training, nine months as a Military Policeman and twenty-six months as a General Clerk with Headquarters Company, 5322nd Army Section. The twenty-six months as General Clerk were spent in performing such duties as composing, filling out, typing, processing, filing and distributing Army forms, correspondence, rosters, orders, requisitions and other records, all of which duties are comparable to clerical work performed by clerical employees in railroad offices.

He was Honorably discharged from the Army on February 13, 1946, and returned to the service of the Carrier on March 11, 1946, by exercising his seniority displacement rights on position mentioned above. Upon his return to the service of the Carrier Tally then had to his credit an accumulation of forty-one months clerical experience, fifteen months before going to the Army and twenty-six months while in the Army and was therefore, under provisions of Agreement rules, entitled to be compensated at the full basic rate of his position. Carrier refused to recognize the clerical experience Tally accumulated in the Army and compensated him at the intermediate rate of his position until such time as he had accumulated a full eighteen months clerical experience with the Carrier.

specified lesser amounts than the established rate of the position until they accumulate eighteen months' clerical experience, **regardless of how or when such clerical experience may be accumulated.** As has been previously shown in the *Carrier's Position*, there is no support in the language of the referred-to rules for the contentions advanced by the Employees. Those rules, to the contrary, clearly provide that only experience in railroad clerical work or clerical work in outside industry of a similar nature to railroad clerical work, may be considered, and, moreover, they pertain only to experience obtained by individuals before they establish an employment relation with this Carrier.

A sustaining award in the instant dispute would have the effect of broadening Article XI, Sections 2 (a) and (b) of the Clerks' Agreement to require the crediting of experience of a kind which clearly is not now recognized under its terms. This the Third Division is not authorized to do under the Railway Labor Act, as amended.

* * * *

In conclusion the Carrier asserts that the instant claim is entirely without merit or schedule support and should be denied for reasons heretofore stated. (Exhibits not reproduced.)

OPINION OF BOARD: Clerk Troy Tally occupies the position of Yard Clerk-Stenographer at Arkansas City, Kansas. Prior to his induction into the Army on December 11, 1942, he had accumulated fifteen months' clerical experience with the Carrier. He returned to the service of the Carrier on March 11, 1946. While in the Army he served twenty-six months as a general clerk, a position in which he was principally engaged in clerical work. It is the contention of Clerk Tally that he is entitled to credit for this clerical experience in the Army in determining his rate of pay under the provisions of Article XI of the current Agreement.

Every question here raised is determined in Award No. 3950, decided herewith. On the authority of that award, this claim must be sustained.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and 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 as charged.

AWARD

Claim (a) and (b) sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 30th day of June, 1948.