



Award No. 17106

Docket No. CL-17264

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(SUPPLEMENTAL)

Jan Eric Cartwright, Referee

PARTIES TO DISPUTE:

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

**CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6308) that:

1. Carrier violated the Rules of the Clerks' Agreement when on November 24, 1965 it established a new position of Station Clerk No. 3271 at Redfield, Iowa, and unilaterally applied thereto a rate of \$20.4984 per day.
2. Carrier shall now be required to establish a rate of pay by negotiation for Position 3271, Clerk at Redfield, Iowa in line with the provisions of Rule 18 of the Clerks' Agreement.
3. Carrier shall now be required to compensate employe William L. Oldaker, the regular occupant of Position 3271, his successor or successors, if there any, the difference between \$21.2184 and \$22.8424 per day, or \$1.6240 per day, retroactive 60 days from the date of the claim and continuing thereafter until the rate of pay of Position No. 3271 at Redfield, Iowa is properly established by negotiation and agreement.

EMPLOYES' STATEMENT OF FACTS: On November 24, 1965, the Carrier established a new position at Redfield, Iowa, advertised in Bulletin No. 102 with the title classification of Station Clerk, rate of pay \$20.4984 per day. This rate is now \$21.2184 per day due to the general increase of 9c per hour or 72c per day effective January 1, 1966. See copy of Bulletin No. 102 attached as Employees' Exhibit "A."

Upon receipt of Bulletin 102, the General Chairman promptly notified the Superintendent at Perry, Iowa that the rate of pay for Position 3271-Station Clerk at Redfield was subject to negotiation under the provisions of Rule 18 due to the fact that there were no positions of a similar kind or class in the Seniority District. See Employees' Exhibit "B" attached.

March 31, 1967 and May 12, 1967), again offered a rate of \$21.2784 per day for Position 3721 at Redfield, Iowa retroactive 60 days (the February 16, 1966 offer was retroactive to the time the position was filled), but you again refused same and as a result said offer was, therefore, withdrawn.

Yours very truly,

/s/ S. W. Amour
Vice President-Labor Relations"

(Exhibits not reproduced.)

OPINION OF BOARD: On November 24, 1965, Carrier established a new position at Redfield, Iowa, seniority district No. 33, advertised same by bulletin, a title of "Station Clerk" for "station work" duties, at a daily pay rate of \$20.4984. This pay rate was changed to \$21.2184 per day due to a general increase. Shortly after receipt of the bulletin the Organization notified the Carrier that the pay rate for the new position was subject to negotiations under Rule 18 of the Agreement in view of the fact that there were no positions of similar class or kind in that particular seniority district. On January 7, 1966, the new position in dispute was rebulletined with a title of "Clerk," for "station work" duties at a daily pay rate of \$21.2184. Again the Organization claimed that the position was subject to Rule 18, there being no similar positions in the seniority district.

The Organization further complained that the preponderant duties of the new position was that of billing and expense clerk, and the rate established for this type work in the Regional Offices is \$22.8424 per day which should apply to the Redfield position. Carrier agreed only that the position works a maximum of 2 1/2 hours per day in performing duties similar to a billing and expense clerk.

Rule 18 of the Agreement is very clear as to meaning and purpose. Carrier openly violates this Rule as it has in the past.

The Board must therefore find that the Carrier has violated the Agreement and the claim should be sustained as to Parts 1 and 2, only. Part 3 is dismissed. We have no power to set a rate. (16925)

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 in accord with Opinion.

A W A R D

Claim sustained as to Parts 1 and 2. Part 3 is dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of May 1969.