

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21406
Docket Number CL-21074

William M. Edgett, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
{ Freight Handlers.. Express and Station **Employees**

PARTIES TO DISPUTE: {

(The Detroit and Toledo Shore Line Railroad Company

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood,
GL-7823, that:

1. The Carrier violated the effective Clerks' Agreement when it arbitrarily and improperly established Job No. 721, Chief Clerk, and bulletined it as "New-Under Excepted Rule 1(e)".

2. The Carrier shall now be required to establish, through negotiations, a proper rate of pay for Job No. 721, Chief Clerk.

3. The Carrier shall now be required, after the proper rate of pay is established for **Job** No. 721, to bulletin and award said position in accordance with Rules 9 and 10 of the Clerks' Agreement.

4. The Carrier shall now be required to compensate Clerk **Mary C. Del Brocco** and/or her successor or successors in interest; namely, any other **employee** who may have stood in the same status as claimant, and who was adversely affected, the difference between the rate of pay of Job No. 721, established through negotiations, and the rate of pay of her present position, Rate and Bill Clerk No. 1 (\$43.4944 per day) or any other **position** she may subsequently acquire with a lesser rate of pay than that established for Job No. 721 by negotiations, commencing with March 29, 1974 and for each and every day thereafter, five days per week, Monday through Friday, that a like violation occurs.

5. The Carrier shall now be required to compensate Clerk **M. E. Hablitzel** and/or his successor or successors in interest; namely, any other **employee** who may have stood in the same status as claimant, and who was adversely affected, for the difference between the rate of pay of Job No. 721 established through negotiation and the rate of pay of Job No. 721 (\$45.0800) unilaterally established by the Carrier, **commencing** March 29, 1974 and for each and **every** day thereafter that he is denied the negotiated rate of Job No. 721.

6. The Carrier shall now be required to compensate all other **employees** who were adversely affected, for the difference between the rate of pay they received and that which they would have received had the

Carrier properly established a rate of pay by negotiations for Job No. 721 and bulletined said position in accordance with Rules 9 and 10 of the applicable Agreement, to be determined by a joint check of the Carrier's records, **commencing** March 29, 1974 and for each and every day thereafter that a like violation occurs.

OPINION OF BOARD: All of the issues involved in this case were previously presented, considered and dismissed in Award Nos. 21274, 21275, 21276 (Sickles) of this Division. We have reviewed all of these prior Awards and find them to be controlling in this instance. Therefore, we will dismiss for failure of proof.

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 Rmployes 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 claim be dismissed for failure of proof.

A W A R D

Claim dismissed.

NATIONAL RAILROAD **ADJUSTMENT** BOARD
By Order of Third Division

ATTEST:

A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 18th day of February 1977.

