

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**Third Division**

Arthur M. Millard, Referee

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT  
HANDLERS, EXPRESS AND STATION EMPLOYEES  
NORTHERN PACIFIC RAILWAY COMPANY**

**STATEMENT OF CLAIM.—**

"Claim of Miss Florence Welsh that position of stenographer-clerk in Assistant Superintendent's office at Pasco, Washington, should be rated at \$5.15 per day instead of \$4.84 per day, and for retroactive payment of the \$5.15 per day rate from August 24, 1933."

**STATEMENT OF FACTS.**—The following statement of facts was jointly certified by the parties: "Prior to December 18, 1932, a Division Superintendent's organization was maintained at Pasco, Washington. Effective December 18, 1932, as a result of changes in operating Divisions, the former Pasco Division was abolished and the Superintendent's offices were discontinued. Prior to December 18, 1932, a stenographer was employed in the Superintendent's office at a rate of \$5.15 per day, and a stenographer was employed in the combination Division Roadmaster and Bridge & Building Supervisor's office at a rate of \$4.84 per day. These offices were discontinued on December 18, 1932, and the positions just mentioned were abolished. An Assistant Superintendent's office was established at Pasco on December 18, 1932, and a stenographer-clerk at a rate of \$4.84 per day was established in that office.

"The position of stenographer-clerk in the Assistant Superintendent's office at a rate of \$4.84 per day was bulletined on December 17, 1932, and assigned to Miss Ethel Mooney. On February 22nd, 1933, Miss Welsh exercised her seniority onto the position of stenographer-clerk in the Assistant Superintendent's office at Pasco. On August 24, 1933, she presented claim for the \$5.15 per day rate on this position."

There is in evidence an agreement between the parties bearing effective date of August 15, 1922, and Rule 78 thereof is cited:

"**NEW POSITIONS.—RULE 78.** The wages for new positions shall be in conformity with the wages for positions of similar kind or class in the seniority district where created."

**POSITION OF EMPLOYEES.**—The employees contend that the rate of \$5.15 per day should have been established for the position of stenographer-clerk to the Assistant Superintendent at Pasco, when created, under Rule 78.

The employees state: The position of Stenographer to the Assistant Superintendent is more comparable to that of Stenographer to Chief Clerk to Superintendent, as is shown by the statement of duties of the two positions. The duties of the position in question include all the taking and transcribing of formal investigations, a much more difficult and painstaking task than ordinary office stenographic work. When it was created, we had five stenographic positions paying less than \$5.15 per day, none of which are to be compared with the position in controversy. The two positions in the mechanical department are not to be considered as they are among the lower rated positions on all divisions. The three remaining positions rated less than \$5.15 per day, are not on a par with the Stenographer to Assistant Superintendent, either in work or responsibility. The only similar position is that of Stenographer to Superin-

tendent's Chief Clerk, rate \$5.15 per day, and this rate should be established for the position of Stenographer-Clerk to Assistant Superintendent at Pasco.

**POSITION OF CARRIER.**—The Carrier submits the statement that this case involves two factors having a direct bearing on the question of rate of pay for the position of Stenographer-Clerk in the Assistant Superintendent's office at Pasco. The first is a verbal agreement that was reached with the former General Chairman of the Clerks' Organization at the time the Pasco Division was abolished; the second involves the application of Rule 78 of the current agreement.

At a conference between the officers of the carrier and the General Chairman in St. Paul, December 10, 1932, it was agreed that the rate of pay for the Stenographer to the Assistant Superintendent at Pasco would be \$4.84 per day. On the basis of this agreement, position in that office was bulletined at the rate of \$4.84 and assigned to Miss Mooney. On February 22, 1933, Miss Welsh took the position in the exercise of her seniority, displacing the incumbent. Miss Welsh remained on the position and accepted the \$4.84 rate of pay until August 24, 1933, on which date she claimed it should pay a rate of \$5.15 per day. The fact that position paid \$4.84, without protest, for nine months, is evidence of and confirms agreement of December 10, 1932.

The statement is further made by the Carrier that at the time position in question was established, there were in existence on the Idaho Division, which division absorbed the Pasco Division, the following positions: Superintendent's office, Stenographer, \$5.15; Stenographer-Clerk, \$5.15; Clerk, \$5.03 per day; Trainmaster's office, Stenographer, \$4.94 per day; Division Roadmaster and Supervisor's office, Stenographer, \$4.76 per day; Master Mechanic's office, Stenographer, \$4.64 per day. It was recognized that Stenographer-Clerk in Assistant Superintendent's office was not comparable with positions of Stenographers and Clerks in the Superintendent's office. It was also recognized that position was not entitled to same rating as that of Stenographer in Division Trainmaster's office at Spokane. This left two positions to compare with, viz., Stenographer in the Division Roadmaster and Supervisor's office, \$4.76, and Stenographer to Division Master Mechanic's office, \$4.64 per day.

There was in existence at Pasco, prior to the consolidation of divisions, position of Steno-Clerk in the Division Roadmaster and Supervisor's office which paid a rate of \$4.84 per day. It was agreed that instead of establishing a rate of \$4.76 or \$4.64 per day for Steno-Clerk's position in the Assistant Superintendent's office at Pasco after the consolidation of divisions, that a rate of \$4.84 per day, which was the rate formerly paid in the Pasco Division Roadmaster-Supervisor's office, would be established. This rate was paid for nine months before any protest was made. The duties and responsibilities of Stenographer-Clerk in an Assistant Superintendent's office are not the same as those that characterize positions in a Superintendent's office. This was recognized by the former General Chairman and by the officers of the railway when in December 1932, the rate of \$4.84 per day was established for the position in question.

**OPINION OF BOARD.**—The contention that a rate of \$4.84 per day was established by verbal agreement for the position of stenographer-clerk in the Assistant Superintendent's office of the Northern Pacific Railway Co. at Pasco, Washington, is not a matter of serious dispute. The position was bulletined on Dec. 17, 1932, and at the rate of \$4.84 per day. It was occupied by Miss Mooney for a brief period or until Miss Welsh exercised her seniority and secured the position. There is no record of any discussions as to the experience, the salary, or the value of Miss Welsh from the time she exercised her seniority rights and assumed the position up to Aug. 24, 1933, when a claim was made for a payment of \$5.15 per day in place of the rate of \$4.84 established by the Carrier's bulletin. It is to be assumed, however, that many discussions were held during the interval between the assuming of the position and the filing of the claim, both because of the former positions held by Miss Welsh, the salary previously enjoyed, her value through experience and the service she was rendering because of that experience.

In a comparison of the duties required of the stenographer-clerk to the Assistant Superintendent at Pasco as scheduled in the bulletin issued Dec. 17, 1932, and the duties performed by and required of this claimant, the fact is evidenced that, whether or not the knowledge or previous experience of this claimant was a determining factor in establishing the duties of this position, her value to the Carrier and the service that was rendered indicated that the posi-

tion was comparable with other classified positions of similar or comparable responsibilities and requirements enjoying the higher rate for which claim is made.

**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 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 rate of \$5.15 per day was comparable with payments for positions of similar requirements and responsibilities.

#### AWARD

Claim sustained with the difference in rates to be retroactively adjusted through negotiations of the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest: H. A. JOHNSON  
*Secretary*

Dated at Chicago, Illinois, this 19th day of April, 1937.