Award Number 17675

Docket Number CL-18185

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Gene T. Ritter, Referee

PARTIES TO DISPUTE:

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

NORTHERN PACIFIC RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6586) that:

(1) The Carrier violated the rules of the Clerks' Agreement effective July 1, 1963, specifically Rule 47, when it failed to compensate Clarence E. Bruckner, Clerk, Purchasing Department, St. Paul General Office, at the rate of $23.50 per day, commencing with May 19, 1967, and

(2) The Carrier now compensate Clarence E. Bruckner $2.6067 per day in addition to the compensation already received, commencing with May 19, 1967, which amount represents the difference between $23.50 per day and $20.8933 per day.

EMPLOYES' STATEMENT OF FACTS: Clarence E. Bruckner has established a seniority date as of November 21, 1966 in the Purchasing Department of the St. Paul General Office.

On April 26, 1967, the following bulletin was issued by the Director of Purchases, calling for applicants for a position of Clerk, Price Record and Bill Desk:

"NORTHERN PACIFIC RAILWAY COMPANY
OFFICE OF DIRECTOR OF PURCHASES

Place St. Paul Minnesota
Date April 26, 1967
Bulletin No. 9

ALL CONCERNED:

Applications will be received until 10:30 A.M. (Time) April 28, 1967 (Date)

for the followig position:

Title of Position: Clerk, Price Record & Bill Desk

Location: Purchasing Department

chases in behalf of Mr. Bruckner. This claim requested an additional $2.6067 per day from May 19, 1967.

On October 31, 1967, the above-mentioned claim was appealed in behalf of Mr. Bruckner by the General Chairman, BRAC, to the highest officer designated to receive appeals. This claim was declined on November 7, 1967

During negotiations an offer was made to recognize Mr. Bruckner's business school training and to raise his rate to the full rate of the position effective July 1, 1968. This offer was rejected and Mr. Bruckner continued to receive 64¢ per day less than the full rate until his completion of the two years' experience on November 20, 1968.

Subsequent negotiations failed to resolve this claim. Copies of pertinent correspondence concerning this claim are attached as Carrier's Exhibit "A".

(Exhibits Not Reproduced)

OPINION OF BOARD: On April 26, 1967, Carrier issued a bulletin calling for applicants for position of Clerk, Price Record and Bill Desk at a rate of pay of $23.50 per day. On May 19, 1967, this position was awarded to Claimant, but at a daily pay rate of $20.8933 (Apprentice Rate) per day. The Organization relies on Rule 47 of the Agreement, which is:

> "Rating Positions.
>
> Rule 47. Positions (Not Employes) shall be rated and the transfer of rates from one position to another shall not be permitted unless agreed to by the Management and the General Chairman."

Carrier contends that Claimant's rate of pay is based on a wage sacle program inaugurated by the United States Railroad Labor Board in 1921 (effective 1922) and identified by Decision No. 147. Carrier submits that by virtue of Decision 147, the rates in effect on the position in question during 1967 were as follows:

No experience or less than one half year:	$20.4901 per day.
Less than one and more than one half year:	$20.8933 per day.
Less than two and more than one year:	$.64 per day less than full rate of position.
Two or more years experience:	$ — Full rate of position occupied.

The record firmly establishes the fact that since 1921 this property has had in effect and has applied an apprentice clerk's graded rate wage schedule. This fact was established in the record by documentary references to the apprentice program by Carrier, General Chairman and Division Chairman covering a period of time from 1921 to 1967.

This Board finds that because of the long tenure of the apprentice program on this property adhered to by both Carrier and Organization, this program is as binding on the parties as if it were set out in detail in the signatory Agreement.

The Apprentice program does not abrogate nor conflict with Rule 47 of the Agreement. Rule 47 relates to the full rate. The apprentice program merely

outlines the conditions precedent for an inexperienced employee to become eligible for full rate pay.

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 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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of January 1970.

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