

SPECIAL BOARD OF ADJUSTMENT NO. 173

Award No. 26

Case No. 19

PARTIES TO DISPUTE: Brotherhood of Railway and Steamship Clerks,
Freight Handlers, Express and Station Employees

Union Pacific Railroad Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood of Railway
and Steamship Clerks, Freight Handlers, Express and Station
Employees that:

1. Carrier violated Rules 24 and 25 when they established clerical position, Hays, Kansas, at rate (current) of \$336.44 per month and since the establishment permitted higher rated work to flow to this position without an appropriate adjustment in the rate of pay.
2. The Carrier shall now be required to reclassify this position to that of Bill and Rate Clerk and adjust the rate of pay to \$366.24 per month.
3. Carrier now be required to compensate Claimant W. A. Harries the difference between rate of \$336.44 per month and \$366.24 per month, effective January 1, 1951, continuing until such time as the violation is corrected."

FINDINGS: The Board, upon the whole record and all the evidence, finds that:

The Carrier or Carriers and the Employee or Employees involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

The Board has jurisdiction over the dispute involved herein. The parties to said dispute were given due notice of hearing thereon.

When, on April 30, 1951, Carrier refused to participate in a joint check and rejected the suggestion that claimant was improperly classified, (a contention first advanced by the organization on December 12, 1950), the matter was not further pursued until August 29, 1955. Thereafter, it was diligently progressed. Clearly, Carrier should not be penalized for the interval during which this cause of action was permitted to lie dormant.

An examination of the results obtained from the joint check of the clerk's position at Hays, Kansas, made by the parties on October 23, 1956, reveals that a substantial portion of claimant's time is devoted to the performance of higher rated work. Insofar as Rule 26 envisions the prospect of an upward rate adjustment in instances where repeated and gradual increases in job duties and responsibilities ultimately offer a legitimate basis of comparison with higher rated existing positions in the same division of the Operating Department and the same seniority district of other departments, it is apparent that claimant herein is entitled to some measure of relief.

Giving consideration to the substantial amount of time devoted by the claimant to the performance of job elements applicable either to the classifications of Rate and Bill Clerk at Salina, Kansas, or Yard Clerk at Salina, Kansas, a \$7.99 per month increase in claimant's job rate is justified.

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AWARD: 1. That Carrier violated Rule 26 of the Clerks' Agreement when it failed to appropriately adjust the rate of pay for the Clerk's position at Hays, Kansas. .

2. That Carrier forthwith shall put into effect a \$7.99 monthly increase in the rate of pay now prevailing for the Clerk's position at Hays, Kansas, and remunerate claimant with said increment retroactive to September 1, 1955.

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/s/ Harold M. Gilden
Chairman

/s/ A. J. VanDercreek
Carrier Member (I dissent)

/s/ C. F. Bignall
Organization Member

Omaha, Nebraska
February 24, 1959