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Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 6492
Docket No. 6300
2-SCL-CM-'73

The Second Division consisted of the regular members and in addition Referee Irving T. Bergman when award was rendered.

Parties to Dispute:

{ System Federation No. 42, Railway Employees'
Department, A. F. of L. - C. I. O.
(Carmen)
{ Seaboard Coast Line Railroad Company

Dispute: Claim of Employes:

1. That the Seaboard Coast Line Railroad Company violated the agreements, particularly the agreement of January 9, 1969 which became effective on the date of the next general wage increases (January 1, 1969), thereby depriving all employees of the company who are represented by the Brotherhood Railway Carmen of the United States and Canada who receive the rate of pay applicable to repairs of freight cars of one (1) cent per hour.
2. That accordingly, the Seaboard Coast Line Railroad Company be ordered to compensate all Carmen who received the rate of pay applicable to freight car repairs one (1) cent per hour for straight time hours and one and one-half (1½) cents per hour for all overtime hours worked from January 1, 1969 until the proper rate is applied.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The Organization set forth in its submission that in 1964, the Organization agreed with the Carrier upon a wage increase of 9¢ per hour effective each year on January 1, of 1964, 1965, 1966. In 1965, the Carrier agreed with Sheet Metal Workers, Electrical Workers and Machinists upon a wage increase of 9¢ per hour effective January 1, 1964, 4% for all but helpers and apprentices effective January 1, 1965, 3½% for the same group effective January 1, 1966. In 1969, the Organization reached agreement with the Carrier that effective with the next general wage increase, the increases of the employes represented by the Organization would be adjusted to correspond to the increases of the other shop crafts whose wage increases had been expressed by the percentages stated above instead of cents per hour. In April 1970, the present parties agreed upon wage increases for a new contract to start January 1, 1969, with the provision that the base pay before the new increases would be added,

would be the adjustment agreed upon in 1969.

The Carrier agrees with the Organization's statement only to the extent that it has set forth the agreements for wage increases. The Carrier does not agree with the way the Organization in its calculations arrived at the adjusted base rate for the increase to be effective January 1, 1969. On Page 9, of the Carrier's submission, it claims that by agreement with the Sheet Metal, Electrical and Machinists crafts, in their calculation of increases, fractions were extended to a rounded out figure. The Carrier claims that this was not included in the agreement reached with the petitioner in adjusting the base rate for 1969. This accounted for a difference of one cent per hour between the Organization's rate and that of the Sheet Metal Workers, Electricians and Machinists.

The basis of the dispute between the parties revolves around the manner in which the Carrier arrived at the final pay rate for the Sheet Metal, Electrical and Machinists crafts. The record does not disclose that the same method of calculation was intended or agreed upon with the Carmen's Organization. It appears that the Carrier did adjust the carmen's rates as agreed. Absent evidence in the record, of agreement or intention to do something more or that the increases or the rates of all crafts were to be identical, we would be adding to the facts. Third Division Award No. 15547, dismissed a claim for the reason that: "We know of no principles---. We are faced with a factual issue: What was the intent of the parties? We are unable to make a finding as to intent because of lack of evidence in the record. Consequently, we must dismiss the Claim."

This Board does not have jurisdiction over the negotiation of Agreements or the authority to order changes in agreements or to fix rates.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:

E. A. Killean

Executive Secretary

Dated at Chicago, Illinois, this 2nd day of May, 1973.