

Award No. 6785
Docket No. TE-6793

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

J. Glenn Donaldson, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
GULF, MOBILE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Order of Railroad Telegraphers on the Gulf, Mobile and Ohio Railroad that as a result of the express business being discontinued at Lockport and Lemont, Illinois, thereby causing loss in compensation to the agents at each of these stations, the Carrier shall now make an adjustment in the salaries of such agents' positions, effective May 1, 1952, in an amount found to be reasonably consistent with wages lost.

EMPLOYES' STATEMENT OF FACTS: There is an agreement between the parties dated June 16, 1944, as amended by the newly signed and printed agreement effective June 1, 1953. The following effective rule is listed as Rule 19 and Rule 27, respectively, in each of these contracts:

"Commissions

Should commissions be discontinued causing loss in compensation, adjustment of salaries will be made."

The occupants of the positions of Agent at both Lockport and Lemont stations have for many decades served as joint agents for the railroad and the Railway Express Agency. They were paid on the commission basis for all Railway Express Agency business handled at their respective stations. Based on this fact, the basic rate of pay allowed by the railroad for the agency position at each of these stations was predicated on the commissions paid these joint agents; for that reason their basic rates of pay are lower than the other positions which are not joint agents enjoying express commission allowances. Thus, we have the reason for the rule as quoted above, requiring that when commissions are discontinued causing loss in compensation, adjustment of salaries will be made. Many adjustments have been made in other similar cases by the parties under the provisions of this rule. In the instant case, however, the Carrier has declined to make an equitable adjustment, which left the Organization with no alternative but to appeal the claim to your Board for adjudication.

POSITION OF EMPLOYES: As indicated in the Statement of Claim, the Carrier, acting alone, discontinued the Railway Express Agency business at both Lockport and Lemont, Illinois agencies, effective May 1, 1952. The occupant of the position of Agent at each of these stations had acted as joint Railway Express Agent, as well as Station Agent for the railroad for many decades, and the basic salary paid by the railroad for each position was set at a lower rate than other positions by reason of the fact that the

This claim has been handled in accordance with the provisions of the Railway Labor Act, at amended.

Carrier requests opportunity for oral argument.

(Exhibits not reproduced.)

OPINION OF BOARD: Rule 27 of the current Agreement is brought into play by the discontinuance of express business at Lockport and Lemont, Illinois. The rule provides:

"Should commissions be discontinued causing loss in compensation, adjustment of salaries affected will be made."

The parties have met and solved similar problems on many past occasions and it remains their initial responsibility to do so at the points in question.

While the rule fails to spell out the basis upon which the adjustment shall be made, there is nothing in the rule to negate the past practice prevailing on this road, which is common to the industry and spelled out in many similar rules, namely, that the Agent's rate shall be adjusted to conform to the rates of similar or comparable positions. This may or may not result in an increase in the hourly rate, although ordinarily an increase would result if the prior existing basic rate had been realistic.

The submission reflects that the parties have not seriously attempted to bargain upon the basis of comparable positions and the record is, therefore, devoid of sufficient data upon which we could act if we were so inclined. Standing alone, there is no justification under rule or practice to support Claimant's demand that the hourly rate be increased to the extent of the average monthly commission loss. To do so would be to introduce chaos into the wage scale throughout the system. On the other hand, there is nothing appearing in the record to support Carrier's offer of a flat hourly sum to be split as the Organization deemed best between the two positions in question. The wage scale, which presumably has or should have some relationship to job content and responsibility, would suffer from such compromise handling. To set rates solely upon the basis of gross revenue ignores many obvious qualifying factors, hence comparison by the Organization on such basis with the single station at Higginsville is unconvincing.

If the parties are unable to resolve their differences, this Division will undertake such responsibility, provided full, complete and detailed comparative information is furnished.

Regarding delay in processing the dispute to this Board, see recent Award 6721.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties to this dispute waived oral hearing thereon;

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 there is inadequate data presented by the parties to enable Board action. That the parties should negotiate further, consistent with the suggestions contained in the Opinion.

6785--17

1099
AWARD

Remanded for further negotiations.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 13th day of October, 1954.