

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

Wm. H. Spencer, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

ST. LOUIS-SAN FRANCISCO, RAILWAY

DISPUTE.—"Claim of the General Committee of the Order of Railroad Telegraphers that the proper rate for agent at Tidal, Okla., should not be less than 75 cents per hour retroactive to the date the position was created on November 28, 1930."

FINDINGS.—The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that—

The carrier and the employee involved in this dispute are respectively carrier and employee 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.

The parties to said dispute were given due notice of hearing thereon.

An agreement bearing date of May 16, 1928, is in effect between the parties.

The dispute being deadlocked, Wm. H. Spencer was called in as Referee to sit with this Division as a member thereof.

The parties having jointly certified the following facts, this Division so finds:

"Effective Nov. 28, 1930, agency at Tidal, Okla., was established as the carrier had just completed an extension of its branch line into the Tidal Oil Co. refinery at Drumright, Okla.

"The agency handles principally the shipments of the Tidal Oil Co., but does handle such other business as may be secured from the surrounding territory including the town of Drumright.

"To handle this agency the carrier established a position of agent-telegrapher at hourly rate of 61 cents per hour.

"Immediately on establishment of this position the committee protested the 61 cent rate and requested rate of not less than 75 cents per hour be established.

"Article XII, Paragraph 8, of Schedule Agreement provides:

"When additional positions are created, the hourly rate will be fixed to correspond with the importance of the position, and other conditions, including wages paid by the Company for similar positions in the same territory, but in no case less than the minimum hourly rate provided for such positions in Paragraph One (1), Two (2), Three (3), and Four (4) of this Article."

"The Committee contends the rate established by the carrier was not in accord with the schedule rate paid similar positions in the same territory.

"The carrier contends rate was properly established in line with schedule rule."

DISCUSSION OF EVIDENCE AND ISSUES.—The petitioner, elaborating its position in the joint statement of facts, contended that the carrier should have established an hourly rate at Tidal in line with the hourly rates at Chickasha, Holdenville, Weleetka, and Altus. The rates at these stations range from 90 cents to 96 cents per hour.

The carrier, in support of its position, stated that for the purpose of determining an appropriate hourly rate for the station at Tidal, it had compared the newly created station with certain stations with hourly rates of pay of 61 cents per hour; and asserted that Tidal is relatively no more important than these stations within the meaning of Article XII, Paragraph 8 of the Agreement between the parties.

The record indicates that the Tidal station almost exclusively serves the Tidal Oil Company; that all shipments for the Tidal Company are on a car-load basis; and that the carrier makes practically no LCL shipments from this station. The record further indicates that the agent at this station handles no money; that he is not required or expected to solicit new business for the carrier; that he does no telegraphing; that, indeed, he is not even a telegrapher; and that he has no passenger, Western Union, or express business to handle or supervise. The record, in brief, indicates that, although the requirements of his position engage his time fairly constantly during his tour of duty, his duties are for the most part incidental to large shipments of oil.

The record, however, does indicate that the volume of business of the Tidal station is in excess of that of stations where the hourly rate of 90-96 cents prevails, and far in excess of that of stations where the hourly rate of 61 cents prevails. It is primarily on the basis of this fact that the petitioner rests its claim for a higher hourly rate of pay at Tidal station.

With this contention, the Referee cannot concur. Article XII, paragraph 8 of the Schedule Agreement, was certainly designed to establish a qualitative as well as a quantitative yard stick for the purpose of determining the relative importance of a newly created station. The Referee, while not denying that volume of business at a given station is a circumstance to be weighed, concludes that, separately and severally, many other factors, such as diversity of duties, financial accountability, requirement of skill and training, contact with the general public, and the development of new business, are relatively as important. Aside from its volume of business, the Tidal station is much less important than the stations at which the 61 cents per hour rate prevails. The Referee concludes that mere volume of revenue does not necessarily bring the station in question into the class of stations where the higher hourly rates of pay prevail.

On the record and the evidence, the Division finds that the carrier fixed the hourly rate of pay for the Tidal station in accordance with the provisions of Article XII, Paragraph 8 of the Agreement between the parties.

AWARD

The claim is denied.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,
Secretary.

Dated at Chicago, Ill., this 24th day of January 1936.