

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF
AMERICA

CENTRAL OF GEORGIA RAILWAY

STATEMENT OF CLAIM: "Claim that the 5¢ per hour increase provided for by the Mediation Agreement of August 5, 1937, Case A-395, increased the salary of C. G. Garlington, Relay Repairman and Relief Maintainer, \$13.15 per month, and also increased the salary of D. R. House, Assistant Relay Repairman and Relief Maintainer, \$11.70 per month, instead of the \$10.20 per month which was applied by the Carrier to each of the above referred to positions; such increases and adjustments to be made effective as of August 1, 1937."

EMPLOYEES' STATEMENT OF FACTS: "Mr. C. G. Garlington holds the position of 'Relay Repairman and Relief Maintainer.' He has filled such position continuously since August 1, 1937. The man occupying this position has been compensated at a monthly rate for all services performed since the effective date of the agreement—July 1, 1921. No overtime or additional compensation is paid to the occupant of this position, the monthly rate covering payment for any and all services performed. This monthly rate was established by multiplying the hourly rate for signal maintainers and signalmen by 3,156 hours per year or 263 hours per month. When the monthly rate was created the hourly rate for signal maintainers and signalmen was 77¢. The monthly rate was therefore established at \$202.50, or 77¢ multiplied by 263 hours. In 1922, wage rates were reduced by decision of the United States Railroad Labor Board and inasmuch as the new hourly rate was 72¢ instead of 77¢, the monthly rate for the position became \$189.36, or 72¢ multiplied by 263 hours per month. In 1926 wage rates were increased and the new hourly wage rate of 75¢ was multiplied by 263 hours per month to establish the new monthly rate for the position of \$197.25. In 1929 wage rates were again increased and the new hourly rate of 80¢ was again multiplied by 263 hours per month to establish the new monthly rate for the position of \$210.40. In none of these wage adjustments was any question raised by the railway management as to the amount of increase or decrease per month to be applied to this monthly rated position. In each and every case the amount of the increase or decrease in the hourly wage rate was multiplied by the number of hours comprehended by the monthly rate and the monthly rate was correspondingly adjusted. As of August 1, 1937, the hourly wage rate was increased from 80¢ to 85¢ but the company has declined to apply this 5¢ per hour increase in the manner always theretofore followed in respect to the position of Relay Repairman and Relief Maintainer. Instead of applying this 5¢ per hour increase to the position on the basis of the number of hours comprehended by the monthly rate, or 263 hours per month, the company has only applied it on the basis of the normal number of straight time hours worked."

"The agreement with the Brotherhood of Railroad Signalmen of America provides for only four (4) holidays during the year, instead of seven (7), thus the Relay Repairman and Relief Maintainer is being paid for seven (7) holidays at one and one-half times the pro rata rate, instead of four (4) holidays, and if the hours used originally in formulating a monthly basis are considered proper for applying the five-cent increase under the Mediation Agreement, this employee is being overpaid 12 hours per year in that he receives one and one-half times the pro rata rate on three (3) holidays, while under the agreement they are regular working days.

"This agreement for the elimination of the three holidays was entered into on March 23, 1925, and these two positions were not excepted from such agreement; in fact, the monthly rate for the Asst. Relay Repairman and Relief Maintainer had not at such time been established, and when it was placed in effect one and one-half times the pro rata rate for one-half of four (4) holidays was used instead of one-half of seven (7) holidays.

"The Asst. Relay Repairman and Relief Maintainer, who also works regularly six (6) days at eight (8) hours each per week and is subject to call at any time, the same as the Relay Repairman and Relief Maintainer, is paid a salary that is based on a less number of hours than that of the Relay Repairman and Relief Maintainer.

"It is therefore contended that the manner used in establishing the monthly rate of these two men has nothing to do with the increase of five cents (5¢) per hour under the Mediation Agreement, Case No. A-395, and that the only increase due these two employees is five cents (5¢) per hour for the regular working time of six (6) working days per week at eight (8) hours each, that is, 309 days at eight (8) hours each, or 2,472 hours per annum, or 206 hours per month at five cents (5¢), netting a monthly increase to each of these two employees of \$10.30."

There is in existence an agreement between the parties bearing effective date of July 1st, 1921.

OPINION OF BOARD: By Mediation Agreement, Case A-395, in settlement of differences by conference committees of Railroad Labor Organizations and Carriers, respectively authorized to represent groups including the parties to this dispute, wage rate increases of five cents (5¢) per hour applicable to all hourly, daily, weekly, monthly or piece rates were made effective August 1, 1937. The Carriers' Conference Committee subsequently issued an explanation of the understanding of the intent of the Mediation Agreement in which was included the following item relating to monthly rates:

"4. Monthly Rates—

Add to the existing monthly rate an amount equivalent to the number of hours comprehended by the monthly rate multiplied by 5¢."

It was in evidence that the petitioner in this dispute, the Brotherhood of Railroad Signalmen of America, through the Conference Committee of the Labor Organizations, which included authority as a representative of this petitioner, agreed that such explanation or interpretation was the intention of the Mediation Agreement as applicable to the wage increases of 5 cents per hour.

The record in this dispute shows that since July 1st, 1921, the effective date of the schedule agreement between the parties, adjustments of the monthly salary of the position of the Relay Repairman and Relief Maintainer had been made on three separate occasions on a basis of 263 hours per month. Similarly, in the monthly salary of the position of Assistant Relay Repairman and Relief Maintainer adjustments had been made on two separate occasions between the date of establishment of that position and August 1, 1937, on the basis of 234 hours per month.

In the opinion of the Division, Item 4, above quoted, being an interpretation made by the duly authorized representatives of the carrier here involved and accepted by the petitioning organization in this dispute, is binding upon the parties, and "the number of hours comprehended by the monthly rate," specified as a basis therein, is properly determined by applying the number of hours used for adjustment of the monthly salaries of the two positions here involved on the several previous occasions that such adjustments had been made since the current agreement between the parties has been in effect.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 the Carrier failed to properly apply the provisions of the agreement in establishing the monthly rates August 1, 1937, for the positions involved in this dispute.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 2nd day of October, 1939.