Award No. 2722
Docket No. CL-2754

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Ernest M. Tipton, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES

THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY

(Joseph B. Fleming and Aaron Colnon, Trustees)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes on The Chicago, Rock Island and Pacific Railway Company:

That J. N. Bradley and all other employes in the service of The Chicago, Rock Island and Pacific Railway Company receiving a guaranteed rate under I. C. C. Finance Docket No. 11847 be entitled to receive the general increase granted railroad employes in Agreement signed January 17, 1944, regardless of system used in paying such employes, and that such increase be effective February 1, 1943, as provided in Agreement dated January 17, 1944, and signed by Carrier's Committee and the Organization Committee.

EMPLOYES' STATEMENT OF FACTS: January 17, 1944, Agreement was signed, granting non-operating railroad employes a general increase. All Chicago, Rock Island and Pacific Railway employes except those employes carried on a guaranteed rate were granted the increase and on March 3, 1944, the General Chairman representing the employes, addressed a letter to the Carrier as follows:

"I have been advised that employes carried on two payrolls in the Accounting Department, Chicago, where they have received one check, for example, $200.00, and on the other payroll $30.00, making a total of $230.00 received, did not receive the full benefit of the recent wage settlement. I am informed that as per the above example, the Carrier merely added $18.36 to the $200.00 payroll, making that check $218.36. Then they deducted $18.36 from the other payroll, reducing the amount received on that payroll to $11.64, but through the system the man is still receiving $230.00.

"I wish to refer you to Section 2 of the agreement dated January 17, 1944, and you will note this agreement refers to 'All those receiving.' In the above example this party received $230.00 per month. His hourly rate is $1.127 and under the step rate as referred to in Section 2 of the agreement such a party would receive 4¢ per hour increase from February 1, 1943, to December 27, 1943, and from that date on would be entitled to 9¢ per hour.

"It is our position that these employes so carried on two payrolls total amount receiving is their income and it is our position

The Carrier contends, as herein shown, that there are no justified grounds for the instant claim and respectfully requests that it be denied.

OPINION OF BOARD: Under authority granted by the Interstate Commerce Commission, Finance Docket No. 11847, the Trustee of The Chicago, Rock Island and Pacific Railway Company leased and operated the property of The Chicago, Rock Island and Gulf Railway Company. Under this authority, the office of the Auditor at Fort Worth was abolished. The seniority of the Fort Worth clerical employes so affected was dovetailed into the seniority rosters of the Accounting Department in Chicago. All employes affected by this consolidation were granted protection under Docket No. 11847. Among other protections, this docket provided: "* * * that so long as he is unable to obtain a position with said trustees yielding compensation equal to or exceeding his compensation at the time of the commencement of said operation, he shall be entitled to a monthly allowance equal to the difference between the monthly compensation of the position in which he is retained and the compensation of the position in which he was displaced, the latter monthly compensation to be considered one-twelfth of the total compensation received by him in the twelve months prior to his displacement."

In other words, a Fort Worth clerk was guaranteed the same pay in Chicago that he had received for the last twelve months he worked in Fort Worth, even if the rate of pay in the Chicago position was less than the rate of pay of the position in Fort Worth. For example, one of the employes affected was J. N. Bradley and he received in Fort Worth 12 times $242.20 for the year preceding this change. Thus, under this guarantee, he was to receive $242.20 a month, while the rate of pay for the position for which he was retained in Chicago was only $200.00. He was carried on the pay roll as follows: $200.00 as regular pay roll (because that was the rate of pay for the position in which he was retained) and $42.20 on the guaranteed pay roll, making $242.20 the total amount he received a month.

Under the application of the wage agreement of January 17, 1944, he was entitled to an increase of $18.36 a month. The employes contend that this increase of $18.36 should be added to his monthly income of $242.20, making $260.56 due him each month. The carrier contends that the $18.36 increase was to the rate of his position, making his position pay $218.36 a month, and under no circumstances would it increase his guarantee. Carriers say that he should be paid $218.36 on the regular pay roll and $23.84 under his guaranteed pay roll, making the total amount to pay him monthly $242.20.

Section 2 and paragraph (d) of the Agreement made as of January 17, 1944, at Washington, D. C. reads:

"Section 2. The wage increases, to be effective February 1, 1943, as recommended by the Special Emergency Board (consisting of Judges Shaw and Mitchell, and Colonel Clephane) in its Report to the President of the United States, dated November 4, 1943, which were not disapproved by the Director of the Office of Economic Stabilization, are hereby ratified by the parties hereto. These increases shall be applied as follows:

"All hourly, daily, weekly, monthly and piece-work rates of pay for employes covered by this agreement will be increased in the following amounts per hour applied so as to give effect to the increases in pay irrespective of the method of payment:

"The increases provided for above shall be applied as follows:

"(d)—Monthly Rates

"Determine the equivalent hourly rate by dividing the existing monthly rate by the number of hours comprehended by the monthly rate. The amount of increase applicable to the

hourly rate thus obtained—multiplied by the number of hours comprehended by the monthly rate—shall be added to the existing monthly rate."

Section 3 of that Agreement reads:

"Section 3. The graduated scale of wage increases prescribed in Section 2 hereof shall be increased by supplementary increases of those sums which, when added to the said graduated scale, will produce total increases of—

"(a)—11 cents per hour for those employes who, under the recommendation of said Board, received an increase of 10 cents per hour.

"(b)—10 cents per hour for those employes who, under the recommendations of said Board, received an increase of 9 cents per hour, and

"(c)—9 cents per hour for all other employes covered by this agreement."

This agreement provides "all hourly, daily, weekly, monthly and piecework **rate of pay** for employes covered by this agreement will be increased * * *." (Bold face ours.)

The Board is of the opinion that the guarantee under Finance Docket No. 11847 was personal to the employes affected, while the increased "rates of pay" of January 17, 1944, applied to the position and not the individual employe. If this were not so, an employe that came under Section 3 (a) of this agreement would carry an eleven-cent increase when he was promoted to a position covered by Section 3 (c), which contemplates only a nine-cent-an-hour increase to the employes covered by Sub-section (c) of Section 3 of the agreement.

It follows that the increase of January 17, 1944, went to the position and not to the individual employe and in the case of J. N. Bradley who held a $200.00 position, the increase should be made so that the position he held should pay after the increase $218.36 a month. There was no violation of the Agreement and the claim should be denied.

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 employes involved in this dispute are respectively carrier and employes 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 did not violate the Wage Agreement of January 17, 1944.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 7th day of December, 1944.