

Award No. 3189

Docket No. CL-3111

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward F. Carter, Referee.

PARTIES TO DISPUTE:

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

THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY CO.

Joseph B. Fleming and Aaron Colnon, Trustees

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees on The Chicago, Rock Island and Pacific Railroad, that:

- (1) The correct rate of pay for the position of Ticket Clerk in the City Ticket Office, Dallas, Texas, is \$199.15 per month, retroactive to the date the position was created; also
- (2) Claim that W. R. Park or others assigned to this position be compensated for all losses sustained.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence, an agreement between the parties, bearing effective date of January 1, 1931.

On June 20, 1944, the Carrier issued Bulletin #13 for Ticket Clerk effective July 1, 1944, rate \$188.96 per month.

At the time this position was established, only one other position was in the office covered by the agreement, the

Ticket Clerk-Accountant — \$188.96

Protest was filed by Division Chairman on June 23, 1944, as follows:

"Fort Worth, Texas

June 23, 1944

"Mr. T. W. Bowdry
General Passenger Agent
Bldg.

"Dear Sir:

"Please refer to your Bulletin numbered 13 of June 20, 1944, and supplement numbered 1 of June 21st.

"I would like to call attention to Rules 14 and 68, Clerk's Agreement effective January 1st, 1931.

"Under the provisions of Rule 14, all bulletins should show assigned hours of service, meal period and assigned days per week. Please show that information on future bulletins.

month. This rate was in excess of the rate paid by the Rock Island in similar offices and for similar work (\$170.66). It was felt that under the circumstances the Rock Island was justified in bringing to the new Ticket Office the same rates of pay which were in effect in the old Joint Ticket Office. Subsequently, with the December 1943 general increase of \$18.36, this rate became \$199.15 and this is the present rate of the two Ticket Clerks in the Oklahoma City Ticket Office (under the same general increase, the Rock Island rate thereby became \$188.96). The position of Information Clerk was taken over by the Rock Island from the Frisco Organization and the Joint Office rate of this position was likewise maintained by the Rock Island.

Strictly on the basis of the Rock Island Agreement and Rule 68, which is the rule involved in this dispute, this Carrier would have been warranted in establishing the Ticket Clerk rates in its new Oklahoma City Ticket Office on the basis of "salaries of analogous positions (of similar kind and class) in comparable localities" i.e., \$188.96. However, as above stated, it was felt the fair thing to do was to carry the rates which had been in existence in the jointly operated office into the new Rock Island office. Certainly there was no thought by the Carrier's officers that by such fairness they would later be faced with a demand from the Rock Island Organization that a rate so established become the basic rate for positions established at other points on the Rock Island. There is no basis for maintaining that the Oklahoma City Ticket Office pay rates should be adopted as a standard for Ticket Clerks on the Rock Island. We are quite sure that if the rate paid in the Joint Ticket Office had been ten dollars (\$10.00) a month below the standard Rock Island rate that the Carrier would not be sustained in attempting to establish that lesser rate as the basis for establishing pay rates for new Ticket Clerks on its property.

OPINION OF BOARD: Claimant contends that the position of Ticket Clerk in the City Ticket Office at Dallas, Texas, rate \$188.96 per month, was not rated in accordance with Rule 68 of the current Agreement which reads:

"The salaries for new positions will be in conformity with the salaries of analogous positions (of similar kind and class) in comparable localities."

The result must turn on what is meant by "analogous positions" and "comparable localities" as they are used in the rule. We think an "analogous position" is one which has similarity but not identity with other positions. A "comparable locality" is one which has points of similarity with the one with which it is being compared. In the present instance, occupants of positions engaged in the selling of tickets hold positions which are similar in kind. Our purpose is to classify the positions of Claimants by finding similar positions in places having points of similarity and attach to such positions the rates of the latter.

Points of similarity that may properly be considered include the size of the city or place where the positions being compared are located, the competition with which the Carrier is faced, the revenue derived from similar offices within the localities being compared, the geographical location of the localities, and any other points of similarity or dissimilarity which might bear upon the question.

We think the position in question is properly rated with similar positions in Denver, Des Moines, Peoria, St. Paul and Omaha, to-wit, \$188.96 per month. These localities compare favorably with Dallas as to size, ticket sale revenue produced, and competing roads. It is true that they are farther north than Dallas but this one dissimilarity is not necessarily a controlling feature.

The Claimants contend that the position at Dallas is more similar to those at Oklahoma City and Kansas City. We do not think this position can be sustained because of pronounced points of dissimilarity between these two points and Dallas.

Oklahoma City compares favorably in size, ticket sale revenue and geographical location. But the historical background of the position at that point

eliminates it as a comparable locality. The ticket office at this point was established and operated jointly for many years by this carrier and the St. Louis-San Francisco Railway. The latter operated the ticket office and established the wage rates in that office, the Rock Island paying its share of the expense thereof. On October 1, 1943, the joint office was discontinued. In retaining Rock Island ticket clerks who had been working on the St. Louis-San Francisco pay-roll, the Carrier continued them at the same rate, thus bringing about the differential affording the basis of the present claim. That Carrier would have had difficulty in reducing the rates of the positions and would certainly have been charged with a violation of its Agreement if it did so, seems self evident. For this reason, the position of ticket clerk and the rate of pay attached to it appears to constitute an exception and not a comparable locality for the purpose of fixing wage rates under Rule 68.

The City Ticket Office at Kansas City is not comparable at all. Kansas City is the center of Carrier's operations west of Chicago. The revenue of the City Ticket Office reflects only a small portion of the total revenue derived at that point. The volume of work and number of similar positions is far in excess of the Dallas Office. Railroad service at that point is much greater. It was never contemplated by the rule that Ticket Clerks in the Dallas Office should be paid at the same rate as similar positions in Kansas City. No basis for an affirmative award exists.

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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 1st day of May, 1946.