

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 31894  
Docket No. CL-31908  
96-3-94-3-279**

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

**(Transportation Communications International Union  
PARTIES TO DISPUTE: (  
(Illinois Central Railroad**

**STATEMENT OF CLAIM:**

**"Claim of the System Committee of the Organization (GL-11044) that:**

**(1) Carrier violated the effective agreement when it failed to properly compensate Extra Clerk R. H. Bowles the lump sum payment owed him pursuant to Article II, Part A, Section 2, of the June 1, 1991 National Agreement.**

**(2) Carrier shall now compensate Extra Clerk R.H. Bowles the difference between what he was paid, \$836.40, and the full \$1,025.00 which was due him pursuant to said Agreement."**

**FINDINGS:**

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

**The carrier or carriers and the employee or employees 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.**

**Parties to said dispute were given due notice of hearing thereon.**

Article II, Part A. Section 2. Second Lump Sum Cost-of-Living Payment reads in pertinent part as follows:

**"Subject to Sections 6 and 7, employees with 1,000 or more straight time hours paid for (not including any such hours reported to the ICC as constructive allowances except vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements) during the period April 1, 1992 through September 30 1993, will receive a lump sum payment on January 1, 1992 equal to [\$1,025] . . . ."**

The Claimant herein, an Extra Clerk, is acknowledged to have worked and been paid for 1,000 or more straight-time hours during the applicable period. The Carrier, however, paid him a pro rata share (\$836.40) because the Claimant was assigned a portion of his time to a so-called "T" position (Excepted or Partially Excepted Position). Holders of "T" positions are compensated in a different manner and eligible for benefits varying from those available to Clerks; they are not eligible for the lump sum payment. The Carrier reasoned that the Claimant should not be entitled to the higher pay he received in a temporary "T" assignment as well as the Lump Sum Allowance applicable to other employees.

The Claimant was not regularly assigned by bid or otherwise to a "T" position. His classification throughout the period was that of Extra Clerk. Article II, Part A unqualifiedly states that employees with the required hours of work and pay "will receive a lump sum payment." Nothing is mentioned as to the type of work assigned (as long, of course, as the employee retains a permanent classification in the covered unit, which is the case here). He received a higher rate of pay for his temporary assignments, obviously because of the higher responsibility. There is no basis for this to deny him the lump sum payment based on his total hours worked.

### **AWARD**

**Claim sustained.**

**ORDER**

**This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division**

**Dated at Chicago, Illinois, this 4th day of March 1997.**