

# NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202-659-9320

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WILLIAM H. DEMPSEY, Chairman                      M. E. PARKS, Vice Chairman  
H. E. GREER, Director of Research      J. F. GRIFFIN, Administrative Secretary      D. P. LEE, General Counsel

June 29, 1973

Dr. Murray M. Rohman  
Professor of Industrial Relations  
Texas Christian University  
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Mr. Milton Friedman  
850 Seventh Avenue  
New York, New York 10019

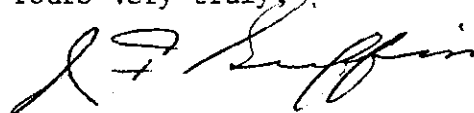
Mr. Nicholas H. Zumas  
1225 - 19th Street, N.W.  
Washington, D. C. 20036

Gentlemen:

This will supplement our previous letters with which we forwarded to you copies of Awards of Special Board of Adjustment No. 605 established by Article VII of the February 7, 1965 Agreement.

There are attached copies of Award Nos. 361 to 363 inclusive, dated June 28, 1973 and Award No. 364 dated June 29, 1973 rendered by Special Board of Adjustment No. 605.

Yours very truly,



cc. Messrs. G. E. Leighty (10)  
C. L. Dennis (2)  
C. J. Chamberlain (2)  
M. B. Frye  
H. C. Crotty  
✓ J. J. Berta  
S. Z. Placksin (2)  
R. W. Smith  
T. A. Tracy (3)  
M. E. Parks  
J. E. Carlisle  
W. F. Euker  
T. F. Strunck

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES )  
TO )  
DISPUTE )  
Brotherhood of Railway, Airline and Steamship Clerks,  
Freight Handlers, Express and Station Employees  
and  
Western Maryland Railway Company

QUESTIONS  
AT ISSUE:

1. Did the Carrier violate the provisions of Article IV, Section 1 of the Agreement when, commencing with January 3, 1972, it refused to properly compensate Miss G. M. Suder, a "protected employee" under the terms of the February 7, 1965 Stabilization of Employment Agreement, the difference between her protected rate and the position she now holds?
2. If the answer to the above is in the affirmative, shall the Carrier now be required to compensate Miss G. M. Suder for the difference?

OPINION  
OF BOARD:

On October 1, 1964, Claimant was assigned to the position of Stenographer and paid at the rate of \$491.30 per month. Pursuant to Article IV, Section 1 of the February 7, 1965 National Agreement, said rate became her protected rate, plus general increases; and on April 1, 1972, it amounted to \$802.94. After various displacements, Claimant exercised her seniority to a Clerk Stenographer position which paid the rate of \$804.30, on April 1, 1972 -- higher than her protected rate of \$802.94. Nevertheless, the Organization argues that Claimant's protected rate should be \$814.32, as of April 1, 1972, predicated upon the Classification and Evaluation Fund increase in conformity with Article IV of the December 23, 1967 Agreement.

Initially, we would comment on the Organization's vigorous argument before our Board relative to the rate that Claimant was entitled when displaced from her Chief Clerk position at Cumberland. In our view, this issue is encompassed within the February 7, 1965 letter, attached to the February 7, 1965 National Agreement. It is our considered judgment that the intent of the parties thereto was designed to provide a protected rate based upon the position held on October 1, 1964, plus general increases. Hence, we are in accord that on October 1, 1964, Claimant was assigned to the position of Stenographer and the rate of that position is controlling herein.

Is Claimant entitled to an additional 5¢ per hour pursuant to the Classification and Evaluation Fund? Previously, in Award Nos. 163 and 196, we had occasion to thoroughly discourse on this phase; as well as our comments contained in Award No. 1, Issue A, involving an Arbitration between Transportation-Communication Division of BRAC and Seaboard Coast Line Railroad Company. In that context, we discussed the difference between a general wage increase and an inequity increase. We deem it superfluous to quote our remarks therefrom, inasmuch as the gist of our analysis was included in Award Nos. 163 and 196.

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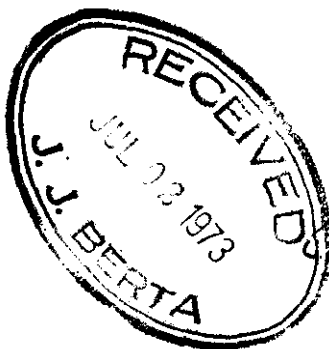
Moreover, predicated upon the April 2, 1968 Agreement, the parties herein entered into an Implementing Agreement dated June 7, 1968, whereby they determined the method for distribution of the Fund. Accordingly, varying amounts were allocated among selected positions, ranging from 3¢ per hour to 24.5¢ per hour. The distribution recognized inequities between positions -- both intra and inter -- of similar positions on other railroads and private industries.

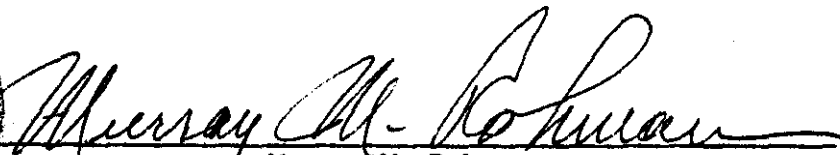
Furthermore, although the Organization concedes that 5¢ per hour from the Fund was applied to the position pursuant to the 1968 Agreement, it contends that such was a general increase. Why? Simply on the basis that after the varying amounts were distributed to different positions on the inequity premise, the surplus of 5¢ per hour was applied to the rate of the position. Hence, said 5¢ per hour was a general increase and not an inequity increase.

Needless to say, we are convinced that the increases granted from the Classification and Evaluation Fund were designed and intended to be distributed for the purpose of eliminating inequities and not to "--unbalance established justified differentials and recognized relationships between classes of employees, thereby creating new inequities." Hence, it is our considered judgment that the Carrier did not violate the provisions of Article IV, Section 1 of the February 7, 1965 Agreement.

AWARD:

The answer to the questions is in the negative.



  
Murray M. Rohman  
Neutral Member

Dated: Washington, D. C.  
June 28, 1973