

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Railroad Signalmen
TO) and
DISPUTE) The Western Pacific Railroad Company

QUESTION
AT ISSUE:

Claim of the General Committee of the Brotherhood of Railroad Signalmen on The Western Pacific Railroad Company that G. L. Neilson is entitled to an adjustment in compensation under the February 7, 1965 Agreement because Carrier's unilateral transfer on January 24, 1966, of the headquarters of its Signal and Communications Department from San Francisco to Sacramento resulted in Mr. Neilson being reduced from a Signal Draftsman at San Francisco (\$661.81 per month) to a TCS Maintainer position at Wells, Nevada (\$3.098 per hour).

OPINION
OF BOARD:

On October 1, 1964, Claimant, a "protected" employee, was regularly assigned to the position of TCS Maintainer at Wells, Nevada at the rate of pay of \$2.998 per hour. On December 1, 1964, he bid and was successfully assigned to the position of Signal Draftsman at San Francisco. This position was higher rated than that of TCS Maintainer (\$661.81 per month.)

On January 1, 1966, Carrier consolidated its Signal and Communications Departments, and established the headquarters for the combined departments at Sacramento. Claimant, after being advised that his position and work was to be transferred to Sacramento, elected to return to Wells, Nevada displacing a junior employee occupying a position of TCS Maintainer.

The Organization contends that under the terms of the February 7 Agreement, Claimant's protected rate of pay as of January 24, 1966, (the time of the transfer back to Wells, Nevada) was that of a Signal Draftsman and was thereafter entitled to that rate even though he was reduced from Signal Draftsman to TCS Maintainer.

Section 1, Article IV of the February 7 Agreement reads as follows:

"Subject to the provisions of Section 3 of this Article IV, protected employees entitled to preservation of employment who hold regularly assigned positions on October 1, 1964, shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position on October 1, 1964; provided, however, that in addition thereto such compensation shall be adjusted to include subsequent general wage increases." (Underlining added.)

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Section 3, Article IV reads:

"Section 3. Any protected employee who in the normal exercise of his seniority bids in a job or is bumped as a result of such an employee exercising his seniority in the normal way by reason of a voluntary action, will not be entitled to have his compensation preserved as provided in Sections 1 and 2 hereof, but will be compensated at the rate of pay and conditions of the job he bids in; provided, however, if he is required to make a move or bid in a position under the terms of an implementing agreement made pursuant to Article III hereof, he will continue to be paid in accordance with Sections 1 and 2 of this Article IV."

Question and Answer No. 1 interpreting Section 3 is quoted as follows:

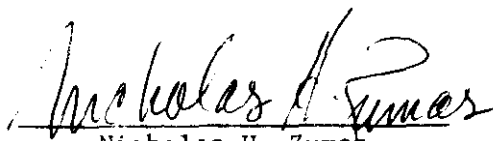
"Question No. 1. If a 'protected employee' for one reason or another considers another job more desirable than the one he is holding and he therefore bids in that job even though it may carry a lower rate of pay than the job he is holding, what is the rate of his guaranteed compensation thereafter?"

"Answer to Question 1. The rate of the job he voluntarily bids in."

Sections 1 and 3 of Article IV, (considered together with Question and Answer No. 1 interpreting Section 3) mean that a protected employee's guaranteed compensation shall not thereafter be less than the normal rate of compensation he was entitled to on October 1, 1964, unless the employee voluntarily chooses to take a lower rated position. If he chooses to take the lower rated position, then the rate of that position becomes his guaranteed rate of compensation. The language does not provide, as the Organization contends, for an upward adjustment of the guaranteed compensation rate (except, of course, for general wage increases).

AWARD

The answer to the question presented is in the negative.


Nicholas H. Zumas
Neutral Member

Dated: Washington, D. C.
May 26, 1969