AWARD NO. 307
Case No. TC-BRAC-113-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES ) Soo Line Railroad
TO THE ) and
DISPUTE ) TC Division - BRAC

QUESTIONS
AT ISSUE: (1) Did Carrier violate the Agreement when it failed since June 1, 1969, to compensate A. O. Krubsack at his protected rate of pay, while working on the position of Agent-Operator, Junction City, Wisconsin?

(2) If the answer to the above question is in the affirmative, shall Carrier be required to compensate Claimant at his protected rate since June 1, 1969?

OPINION
OF BOARD: In 1942 and 1946 the wage rate of the Operators at Junction City, Wisconsin was twice increased, first by 3¢ and then by 5¢, to compensate incumbents for handling remotely controlled switches. In 1969, the installation of CTC eliminated the need for that function. The job rate was thereupon reduced 8¢.

Claimant, Agent-Operator at Junction City in 1969, was a protected employee. Carrier argues that his protected rate nevertheless could be reduced by eliminating the 8¢, since these "additives were in the nature of an allowance payable under specific conditions only and, therefore, not part of 'the normal rate of compensation.'" Also, it was said, even if it were held that he is protected at his October 1, 1964, rate, Claimant was obliged to place himself on a higher-paying position available to him, once the rate for the Junction City job itself was reduced.

The rate for every job generally is predicated upon the value of the components which constitute it. Whatever these were in 1964 is the rate which Claimant was guaranteed. For at

that time the rate he received was his "normal rate of compensation." Thus, although the job rate might be reduced in 1969, the individual's protected rate remained unchanged, provided he met the requirements of other provisions of the February 7 Agreement.

However, Rule 6(a) of the schedule agreement states:

> In the event of a regularly assigned position being abolished or re-classified, the incumbent thereof may displace any regularly assigned telegrapher as provided in paragraph (i) of this rule, provided seniority and ability are sufficient and application is filed within fifteen days.

When the job rate was reduced, Claimant could have displaced a junior employee only 15 miles distant at an even higher rate than he had been receiving previously. According to Carrier, if it should be found that the incumbent was entitled to his protected rate, he was obligated nevertheless to exercise his seniority to secure the higher-paying position in accordance with Article IV, Section 4. For he then was actually earning less than his guarantee.

According to the Organization, the job was not reclassified; the title remained what it had been: Agent-Operator. Adding or deleting a minor duty would not constitute "reclassification," in the Union's estimation.

The Company's right to change the job rate was not challenged on the property. If Carrier had been unjustified in its action, the Organization could have raised the issue in the proper forum. Not having done so, it must be assumed that the Organization acquiesced in the action.

Although the title of the job was not changed, the job, in effect, was reclassified. Its content was changed with the elimination of the duty involving remote-controlled switches, and a corresponding reduction was made in the wage rate to compensate for it. Title changes do not necessarily accompany

reclassifications, and what occurred in this case was a substantial alteration in the job's former classification and wage level.

If the incumbent had not been a protected employee, his wages would have been reduced coincident with the change in job rate. Under the rule, any employee whose job is thus reclassified then would be eligible to exercise his seniority to displace elsewhere. A protected employee who is receiving less than his protected rate consequently is required under Article IV, Section 4, to exercise these displacement rights if he can obtain a higher-paying position. Claimant's failure to do so meant that he was thereafter to "be treated for the purposes of this Article as occupying the position which he elects to decline."

To hold otherwise would enable an employee to avoid his obligations under Article IV, Section 4, although propriety of the reduction in job rate went unchallenged. For, when the rate was reduced, Claimant was as obliged to act under this provision as he would have been if his job had been abolished. Rule 6(a), read in conjunction with Article IV, Section 4, makes it evident that Claimant could not retain his protected rate, having failed to obtain the higher-paying position which was available without a residence change.

A W A R D

The Answer to Question No. 1 is No.

Milton Friedman
Neutral Member

Dated: July 26, 1972
Washington, D. C.