

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 on March 24, 1972 it refused to properly compensate Mr. E. W. Springer, stockman, a "protected employe" under the terms of the February 7, 1965 Stabilization of Employment Agreement, the difference between his protected rate and the position he now holds?
2. If the answer to the above is in the affirmative, shall the Carrier now be required to compensate Mr. E. W. Springer for the difference?

OPINION
OF BOARD:

Claimant is a protected employee pursuant to the February 7, 1965 National Agreement, inasmuch as his employment relationship dates from July, 1929. On October 1, 1964, he was assigned to the position of Stockman-Expediter Diesel Material at a rate of \$2.87 per hour; and as of April 1, 1972, due to subsequent general wage increases, his protected rate was \$4.6643 per hour.

On March 23, 1972, when Claimant's position as a Stockman-Expediter was abolished, his rate was \$4.74 per hour. Thereafter, as a result of exercising his seniority rights, he was able to obtain a position as Stockman, paying a rate of \$4.3837 per hour.

In due course, the Organization filed the instant claim alleging that Claimant's protected rate should be \$4.74 per hour, instead of \$4.6643 per hour -- a difference of .0754 cents per hour. The basis for the Organization's contention is stated as follows:

"The issue stems from the provisions of Article IV that guarantees compensation 'shall be adjusted to include general wage increases.' The Employes contend that the 6¢ per hour accorded the position occupied by the Claimant quite properly comes under the category of a subsequent general wage increase."

Furthermore, the Organization argues that Award Nos. 147 and 210 of SBA No. 605 support its position. In those Awards, the Organization contends that the Board, in referring to a general increase, stated as follows:

-2-

"A wage increase need not be uniform to be 'general'. For example, percentage increases give varying dollar increases. And an average increase of 10 cents over the unit is 'general', although it may not be 10 cents across-the-board for every classification and each individual."

Without derogating the substance of the above quote, we note that the Organization has carefully refrained from citing our Award Nos. 163 and 196 of SBA No. 605. In an effort to place in proper focus the Organization's thrust, we believe it pertinent to quote the following, contained in Award No. 163, viz:

"We now approach the question of a general wage increase versus an inequity increase. In a general wage increase, all covered employees receive an equal cents-per-hour increase across-the-board, or percentage increase. The impact here is on all employees. Hence, an inequity increase is the antithesis of a general wage increase."

Thereupon, in an endeavor to expedite the distribution of the April 2, 1968 Classification-Evaluation Fund, the parties involved herein entered into an Implementing Agreement on June 7, 1968. Pursuant thereto, "the fund was distributed in varying amounts among selected positions ranging from a high of 24.5¢ per hour to a low of 3¢ per hour." Consequently, we concluded in similar instances between the same parties, previously, that such distribution was not a general wage increase.

In addition, we would cite our recent Award No. 361 of SBA 605, dated June 28, 1973, wherein the following is contained, to wit:

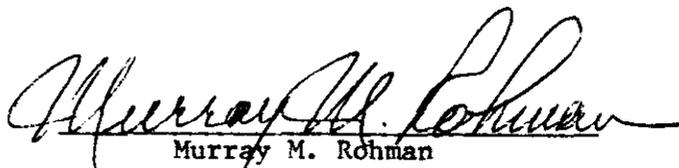
"Needless to say, we are convinced that the increases granted from the Classification and Evaluation Fund were designed and intended to be distributed for the purpose of eliminating inequities and not to '---unbalance established justified differentials and recognized relationships between classes of employees, thereby creating new inequities.'"

In summary, we adhere to our previous Awards wherein we explicitly delineated the difference between a general and inequity wage increase. Hence, it is our conclusion that the instant Claim should be denied.

-3-

Award

The answer to the questions is in the negative.


Murray M. Rohman
Neutral Member

Dated: Washington, D. C.
October 26, 1973