

Co. File: TRN 180-18-2

Award No. 2
Case No. 1
Claimant: R. Lightfoot

ARBITRATION COMMITTEE, ICC F. D. NO. 23011

BROTHERHOOD OF RAILROAD TRAINMEN

VS

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)
(Former Pacific Electric Railway Company)

STATEMENT OF CLAIM: Claim of Brakeman Ray Lightfoot for compensation as provided for in Article I, Section 2 of conditions as prescribed by the ICC in Finance Docket 23011, each month during protective period set forth by the Commission.

FINDINGS: In the instant case, the employee was an operating employee both before and after the merger. He was adversely affected when he lost a position on August 30, 1965, as a direct result of the SP-PE merger. He has been accorded protection by the carrier under the conditions set forth in ICC Finance Docket 23011, commencing September 1, 1965, to the extent that he is being allowed the difference (if any) between his test period average monthly earnings of \$1,215.45, and his actual earnings each month for the duration of the protective period prescribed. The "hourly factor" has not been applied to the protection afforded this employee.

It is this committee's judgment that, in view of the clear language of Article I, Sections 2(b) and (c) of the conditions set forth in ICC Finance Docket 23011, that the hourly factor should be considered in the instant case. As pointed out in our Award No. 1 (Case No. 51-Y), an operating employee is paid on a mileage basis, only after his "time basis" has been computed into miles for accounting purposes, for work performed within the protected territory.

Evidence is to the effect that the "road work" assignments of the former Pacific Electric operating employees, such as in the instant case, do not involve assignments of over 100 miles. Such employees are not entitled to mileage above one hundred miles unless, by some strange quirk of fate, they actually operate in excess of 100 miles during the course of a day's assignment. This situation, in the territory involved here, is apparently a very rare instance. The usual method of computing the employee's payment for his job performance on a particular day is by paying him for a minimum day (8 hours or less, 100 miles or less). Overtime is computed after the expiration of eight hours and his total time, for the purposes of accounting, is translated into "miles." In the territory with which we are concerned, there is not the abundance of different rates of pay usually associated with a "standard railroad," such as local rate, through freight rate, passenger rate, work train rate, road switcher rate and other miscellaneous rates. In effect, the presently

constituted "road assignments" of the former Pacific Electric preserved territory are all road switcher assignments of less than 100 miles. The mileage factor is not the basis for payment for service performed in connection with such assignments.

The "time factor" should be computed, taking into consideration the time paid for as a test period average, along with work performed in any protected month in excess of the average monthly time paid for in the test period.

AWARD: The "time factor" shall be applied during the period when the claimant qualifies for protective benefits as long as his retained position is within the territory preserved for former Pacific Electric employees and when the mileage factor is not controlling in the computation of the claimant's compensation.

David R. Douglass

David R. Douglass
Chairman

J. H. Shepherd

J. H. Shepherd
Organization Member

H. A. Teal

H. A. Teal
Carrier Member

San Francisco, California
April 1, 1968