

PUBLIC LAW BOARD NO. 6630

PARTIES TO THE DISPUTE

United Transportation Union Yardmaster Department

AWARD NO. 1
CASE NO. 1

and

Delaware and Hudson Railway, Inc.

QUESTION AT ISSUE:

"Does the Letter of Understanding No. 1 dated March 28, 2000, 'me too' provision, provide for a 2% General Wage Increase (GWI) retroactive to January 1, 2000?"

FINDINGS:

This Public Law Board No. 6630 finds that the parties are Carrier and Employee, within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

By Memorandum of Agreement between the Carrier and the United Transportation Union – Yardmaster Department (UTU - Y) the parties agreed to extend the length of their current Agreement for a twenty four (24) month period covering the period of January 1, 2000 through December 31, 2001. Attached thereto was a Letter of Understanding No. 1 and referred to by the parties as the "Me Too Clause."

On August 3, 1998, the Carrier entered into a Memorandum of Agreement with its Trainmen and Conductors represented by the United Transportation Union (UTU) in which the moratorium expired on December 31, 2000. The parties to this August 3, 1998 Agreement

agreed to a Wage Re-opener provision under Article I(f). Either party could activate this Wage Re-opener between October 1, 1999 and December 31, 1999, and this provision contained an arbitration provision. The UTU did in fact invoke the wage re-opener provision in the August 3, 1998 Agreement; the parties could not resolve the matter in negotiations and arbitration was invoked. On November 16, 2001, the arbitration board created to handle the dispute, Arbitration Board No. 577, Award No. 1, issued its award as follows:

The language of Paragraph (f), "Wage Re-opener," of Article 1 of the August 3, 1998 Memorandum of Agreement between the D&H and its employees represented by the UTU is found to entitle covered employees to benefit of the referenced wage re-opener, i.e., a general wage increase of 2% retroactive to January 1, 2000."

The UTU(Y) sought to obtain the same increase and retroactive wages as that due Trainmen and Conductors under the arbitrated award through its "me too" clause set forth in the March 28, 2000 Letter of Understanding No. 1. The Carrier disagreed with this position and the matter is properly before this board for adjudication.

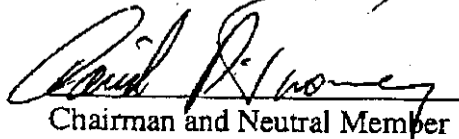
We have reviewed both parties arguments in this matter in detail, and find that we do not agree with the Carrier's position as it relates to this dispute.


Accordingly, the question of "does the Letter of Understanding dated March 28, 2000, "me too" provision, provide for a 2% General Wage (GWI) retroactive to January 1, 2000", is answered in the affirmative.

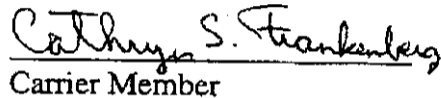
AWARD

The question "Does the Letter of Understanding No. 1 dated March 28, 2000, 'me too' provision, provide for a 2% General Wage Increase (GWI) retroactive to January 1, 2000?" is answered in the affirmative.

ORDER: The Carrier is required to comply with this award within thirty days.


Chairman and Neutral Member


Organization Member


Carrier Member

Filed: 9-16-03