

SPECIAL BOARD OF ADJUSTMENT NO. 374

Brotherhood of Railway and Steamship Clerks, Freight Handlers,
Express and Station Employees

and

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM:

System Docket 296 - Southwestern Region Case 25-57 - "Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, except as amended, and the Rate Agreement of August 1, 1951, when it failed to make the rate of pay of clerical position Symbol A-31-B, located in the Regional Manager's office at Indianapolis, Indiana, Southwestern Region, retroactive until November 1, 1955, the date the position was established, and the incumbent and the rate of pay of the position were frozen.

(b) The Claimant, incumbent of Position A-31-B, L. K. Cook, should be allowed the difference between \$374.73 a month that he was paid, and \$413.71 a month, the new rate of pay of the position established as the result of a questionnaire time-study, for the period November 1, 1955, to October 1, 1956."

FINDINGS:

Claimant's job was abolished on October 31, 1955, at which time he received a letter from Carrier advising, in part, as follows:

"An Agreement has been entered into with the Brotherhood of Railway Clerks to cover the particular situation brought about by the (new) organization effective November 1, 1955, and you are covered by that agreement. x x"

The pertinent portion of that Agreement provides:

"No employe in service on October 31, 1955, holding a position in any of division, region or system general office departments involved in the change will suffer any loss in present monthly rate of pay or monthly earnings for a period of one year from November 1, 1955."

We cannot, however, agree with Carrier argument that "this agreement was interpreted to mean that rates of pay of clerical employees x x x would be frozen as of October 31, 1955."

We note Carrier argument that this agreement was interpreted to mean that rates of pay of clerical employees x x x would be frozen as of October 31, 1955. We also note use of the words "freeze" or "frozen" in some of the Organization's written submissions.

The language of that agreement is very clear. It means just what it says: no employee will suffer any "loss" in present monthly rate of pay or monthly earnings.

The parties vary widely in their respective positions.

The one fact which must be considered first is the fact that irrespective of whether the position was "established" or "reestablished" November 1, 1955 the parties did agree on November 1, 1956 that there was a material change in the duties of the position. The subsequent questionnaire time study confirmed this fact, and a higher rate was agreed to.

Item 5 of the Agreement of August 1, 1951, Fixing Rates of Pay and Gradation: of Work, refers to a "new Group 1 position, the rate of which is subject to be reestablished by the questionnaire time study method:

Item 6 states that such rate, when established "will be retroactive to date of establishment of position."

Thus the case here turns on the point: was this a new position? Carrier says no; the Organization says yes.

Admittedly there was a substantial change in the duties of the position, at least subsequent to November 1, 1955. The Carrier agreed to the questionnaire time study apparatus to determine the rate.

We will, therefore, hold that position A-31-B was a "new" position within the meaning and intent of Items 5 and 6, referred to above, and that the revised rate for the position should have made retroactive to the date it was established - November 1, 1955.

AWARD:

Claim sustained.

Signed this 12th day of December, 1961.

/s/ Edward A. Lynch
E. A. Lynch

/s/ A. E. Myles,
A. E. Myles, Carrier Member

/s/ A. B. Seward
A. B. Seward, Employee Member