

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Railway, Airline and Steamship Clerks,
TO) Freight Handlers, Express and Station Employees
DISPUTE) and
Chesapeake and Ohio Railway Company

QUESTIONS

- AT ISSUE: (1) Is employe Jerry A. Hawthorne entitled to compensation, under Article IV, Section 1 of the Agreement, at the rate of the position to which he was regularly assigned on October 1, 1964, adjusted to include subsequent general wage increases?
- (2) Shall the Carrier now compensate employe Jerry A. Hawthorne for the difference between his actual earnings and what his earnings would have been had the Carrier treated the rate of the position he occupied on October 1, 1964 as his minimum rate?

OPINION

OF BOARD: On October 1, 1964, Claimant Hawthorne was the regularly assigned incumbent of the position of Claim and Check Clerk, rate \$23.74 per day. On November 24, 1964, the Claimant voluntarily bid for the advertised position of Equipment Record Clerk, rate \$23.41 per day and was awarded said position. He held this position until January 3, 1966, at which time he was awarded the position of Assistant Chief Reclaim Clerk, rate \$24.99 per day. Hence, the instant claim seeks to obtain for this Claimant an additional sum of 33 cents per day, as his protected rate from March 1, 1965 to January 3, 1966.

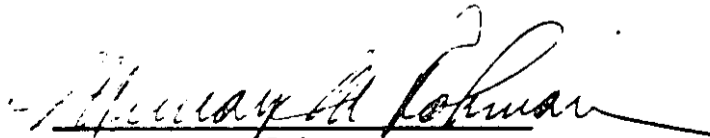
The issue involved herein is submitted under Article IV, Sections 1 and 3. In essence, Section 1 provides that protected employees shall not be placed in a worse position with respect to compensation than the normal rate for such position as of October 1, 1964. However, this Section also states that such is, "(S)ubject to the provisions of Section 3 of this Article IV."

Section 3 provides, in substance, that any protected employee who in the normal exercise of his seniority, voluntarily bids in a job, will not be entitled to have his compensation preserved under Section 1. In such event, he will be compensated at the rate of pay of the new job. In this regard, the Organization urges that if the voluntary bid occurs before the effective date of the National Agreement, then the latter will not be applicable, insofar as the October 1, 1964 rate is concerned. It also submits in support thereof, two awards rendered by SBA No. 608.

In our view, the aforementioned awards do not reach the issue posed herein. Rather, we believe that the interpretation under Article IV, Section 3, question No. 1, is more directly in point. It will be noted that the query is posed as follows: "If a 'protected employee' for one reason or another considers another job more desirable than the one he is holding, and he therefore bids in that job even though it may carry a lower rate of pay than the job he is holding, what is the rate of his guaranteed compensation thereafter?" Answer --- "The rate of the job he voluntarily bids in."

Award

The answer to Questions 1 and 2 is in the negative.


Murray M. Rohman
Neutral Member

Dated: Washington, D. C.
January 24, 1969

