

SPECIAL BOARD OF ADJUSTMENT NO. 605

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

QUESTIONS
AT ISSUE:

- (1) Does the Carrier violate Article IV, Section 2, of the Agreement when it does not take into consideration the total compensation and total time paid for during the 12 month base period in computing the guaranteed compensation due employees?
- (2) Shall the Carrier be required to use the total compensation and total time paid for during the 12 month base period in computing the guaranteed compensation due the following named employees?

C. Williams
L. Moore
T. McCreary
Will George
E. C. Lang
Joe Edwards.

OPINION

OF BOARD: It is conceded that the Claimants herein are protected employees as defined by Article I, Section 1, of the February 7, 1965 National Agreement. Although they held seniority only on the Mobile Freight Warehouse Group 3 Seniority District and while not required to perform work on other seniority districts, the Carrier permitted them to perform work on other Group 3 seniority districts when work was not available. Of course, when performing work in other Group 3 seniority districts, they received the proper compensation.

The issue posed herein is whether under Article IV, Section 2, the Carrier should have included in the computation of "total compensation and total time paid for during the base period," the earnings paid by the Carrier to these Claimants on other Group 3 seniority districts.

The pertinent portion of Article IV, Section 2, applicable herein, provides as follows:

"For purposes of determining whether, or to what extent, such an employee has been placed in a worse position with respect to his compensation, his total compensation and total time paid for during the base period will be separately divided by twelve."

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We find nothing in said section which diminishes or modifies in any manner the application herein of the customary meaning of the word "total." Total compensation to us, signifies all compensation and total time paid, which means all time paid for by the Carrier during the base period. Hence, it is our conclusion that the Organization's claim should be sustained.

Award

Answer to Questions 1 and 2 is in the affirmative.


Murray M. Rohman
Neutral Member

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

