COOPERATING RAILWAY LABOR ORGANIZATIONS

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December 5, 1969

Mr. C. L. Dennis
Mr. H. C. Crotty
Mr. A. R. Lowry
Mr. C. J. Chamberlain
Mr. R. W. Smith

SUBJECT: Disputes Committee #605
Awards #155 through 163
(Clerks Cases)

Dear Sirs and Brothers:

I am enclosing herewith copies of Awards #155 through 163 signed by Referee Rohman on November 17, 1969.

We reserve the right and will write a dissent to Award #163 which deals with the classification fund. Copy of that dissent will be mailed you as soon as it is prepared.

Fraternally yours,

G. E. Leighty

Chairman
Five Cooperating Railway Labor Organizations

cc: L. P. Schoene
Frank T. Lynch

Award No. 155
Case No. CL-33-E

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES TO DISPUTE) The Dayton Union Railway Company
and
Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes

QUESTIONS AT ISSUE:

(1) Does the substitution of data covering "number of tickets sold" and "feet of Mail handled" for "gross operating revenues" and "net revenue ton miles" respectively, as those terms are used in Article I, Section 3 of the Agreement of February 7, 1965, provide an appropriate measure of volume of business on the Dayton Union Railway Company.

(2) If the answer to Question No. 1 is negative, what data should be substituted to provide an appropriate measure of volume of business.

OPINION OF BOARD: The instant dispute is submitted by the Carrier, due to the failure of the parties to negotiate a local agreement predicated on Article I, Section 3, of the February 7, 1965 National Agreement and Question and Answer No. 4, of the November 24, 1965 Interpretations.

The Carrier is a Terminal Company engaged in providing terminal facilities for the B & O and Penn Central. Despite the exchange of proposals by the Carrier and the Organization, thus far, the parties have been unable to resolve their differences. Each has submitted what it considers to be an "appropriate measure of volume of business which is equivalent to the measure provided for in Article I, Section 3," as directed by the Interpretations. Nonetheless, the fact remains that a local agreement is still non-existent.

Despite the request by the Carrier that we substitute our judgment for the parties, we believe it more preferable to set forth some guidelines for the parties, rather than state our criteria.

We recognize that similar problems have existed and still exist at other Terminals. Further, we are also aware that numerous local agreements have been negotiated by different Terminal Companies and the various Organizations. Under these conditions, we are firmly committed to the principal that an Agreement negotiated by the parties and based upon knowledge of local conditions, entered into in good faith and through face-to-face discussions, is the ultimate objective.

In this vein, we are prepared to set forth certain guidelines. However, we would emphasize and reiterate to the parties, that our views are presented solely as guidelines for their negotiations. The factors which we are suggesting are those which in one manner or another have actually been advanced by the parties themselves.

It is our view that the parties, as provided for in Answer to Question 4 of the Interpretations, are required to negotiate an equivalent measure of volume of business. In this regard, we incorporate by reference our Award No. 119, Case No. CL-27-W, dated August 7, 1969.

In addition, predicated upon the diversity of the various agreements which have previously been negotiated by Terminal Companies and this Brotherhood, we suggest that the parties consider the following elements:

1. Feet of mail handled;
2. Number of Tickets sold;
3. Consideration of the revenue involved in these items;
4. As well as other related factors on the property.

Award:

The Questions at Issue are returned to the parties for negotiation of a local agreement in accordance with the Opinion.

Murray M. Rohman
Neutral Member

Dated: Washington, D. C.
November 17, 1969