

AWARD NO. 210
Case No. MW-45-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Chicago, Rock Island and Pacific Railroad Company
TO THE) and
DISPUTE) Brotherhood of Maintenance of Way Employees

QUESTIONS (1) Should the 12-cents-per hour increase
AT ISSUE: in rates of pay effective July 1, 1968, as
provided for within Article VII of the National
Agreement of May 17, 1968, be included in
the compensation due protected employees Jess
Ferrell and Max I. Mullen under Article IV
of the February 7, 1965 Agreement?

and

(2) Should Max I. Mullen and Jess Ferrell
each be allowed an additional payment of
\$20.96 for each month beginning with the
month of September 1968 and continuing until
their protected rates are adjusted so as to
include the 12-cents-per hour increase referred
to in (1) above?

OPINION Although Carrier asserts that it is distinguishable,
OF BOARD: this issue is identical with that decided by Award
No. 147 on the applicability of Article IV, Section
1, to the May 17, 1968, Agreement's 12¢ per-hour increase to skilled
and supervisory employees.

Carrier members of the Disputes Committee dissented
from Award No. 147. I have carefully reviewed the February 7,
1965 Agreement, the May 17, 1968 Agreement, and the factual situ-
ation in the light of that dissent. There is no question that the
fundamental issue is not one of semantics but of the parties' intent
in Article IV, Section 1, in guaranteeing future compensation of
protected employees.

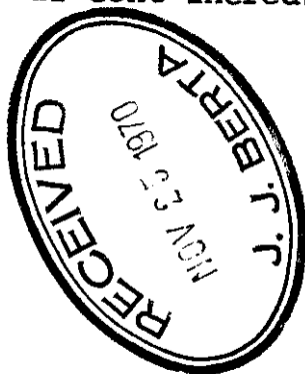
A number of Awards previously denied continuation
of part of an individual's October 1, 1964, compensation because
it was not the "normal rate" of the position. In some cases the

compensation involved was of long-standing, but was based, for example, on specialized work assignments (Nos. 94, 95) or on housing allowances (Nos. 137, 166).

Similarly if a protected employee were to receive some individual additional compensation after October 1, 1964, it could not be added to his guaranteed rate. An inequity adjustment given to part of the employees in a classification would not be included in the guarantee. But if the "normal rate" on October 1, 1964, were increased because everyone in the classification uniformly and generally received a wage increase, then it appears to be the kind of general increase contemplated by Article IV, Section 1. That it may not be given to every single classification in the craft does not detract from its character as a general increase to the classification.

Carrier relies not only upon the 12¢ increase originating in a special "classification and evaluation fund" which benefits only skilled and supervisory employees, but also on its distinction in the May 17, 1968, Agreement from the 3.5% "general" increase to every employee. This distinction, it is said, shows that only the latter amount was designed to be construed as a general increase subject to Article IV, Section 1. However, every foreman received the 3.5% and the 12¢ per hour. Both amounts were general increases to the classifications involved, although one was identified as a skill adjustment for only part of the unit, and the fund was based on a calculation of five cents per hour over the entire unit.

If every classification in the craft, except one, received a uniform increase would it not be a general increase to them, even though a small part of the craft failed to receive it? Conversely, a single classification can receive a general increase, even though it is not universally granted to the craft. Thus when all foremen and assistant foremen were given identical 12-cent increases, the condition of Article IV, Section 1, was met.



A W A R D

The answer to the Questions is Yes.


Milton Friedman, Neutral Member