

Award No. 356

Docket No. 323

2-IC-EW-'39

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee John P. Devaney when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (ELECTRICAL WORKERS)**

ILLINOIS CENTRAL SYSTEM

DISPUTE: CLAIM OF EMPLOYES: That Lineman H. Carlson, Chicago Terminal, shall be compensated at the rate of 90 cents per hour for all services rendered effective as of the date of assignment, June 11, 1938.

JOINT STATEMENT OF FACTS: A vacancy in position of lineman, occasioned by the death of Lineman C. H. McCorkle, was bulletined on June 6, 1938. The rate of pay advertised in this bulletin was 85 cents per hour. Mr. McCorkle was paid five cents per hour over and above the existing lineman's rate for a number of years prior to his death. Mr. H. Carlson was awarded the bulletined position and is being compensated at the rate of 85 cents per hour.

POSITION OF EMPLOYES: On October 1, 1930, C. H. McCorkle was assigned as lineman on the Chicago Terminal—Illinois Central System, and manned that position until the present agreement was negotiated and signed on April 1, 1935, at a rate of pay—paying five cents (5¢) per hour differential, with no allowance for stand-by time as is allowed other regularly assigned linemen on divisions. McCorkle continued to man the job after the present contract was signed, and was compensated at the differential rate until he met with an accident in handling the work and came in contact with a 4,000 volt energized circuit, which caused his death.

The reason the differential rate was maintained was because of Rule 68 of Section B of the present contract negotiated between the Illinois Central System and System Federation No. 99 of the Railway Employees' Department, A. F. of L. effective April 1, 1935, reading as follows:

"Rule 68. The following are the agreed to minimum hourly basic rates of pay and constitute the least which will be paid to the various classifications of employees covered by this agreement, existing higher rates to be preserved:

Electrical Workers (Rule 54).....	\$.80
Electrical Workers (Rule 55).....	.76
Groundmen (Rule 56).....	.68
Water Service Repairmen (Rule 57).....	.80
Helpers (Rule 59)55
Regular and Helper Apprentices (Rule 58).....	As per M. E. Rule 149

definite proof that this class of work (electricians', of which linemen's work is a part) was being paid for at the proper rate, as agreed upon in Rule 68.

Submitted as carrier's Exhibit E is a list of individual employes, employed under the jurisdiction of the general superintendent telegraph and signals, who are being paid a rate in excess of the agreed upon rate of pay. These rates we are obligated under Rule 68 to continue for the individual employes until such time as an act of circumstance or by negotiation the rate can be changed in accordance with the machinery set up in the contract.

It will be noted in Exhibit E that Mr. McCorkle was compensated at the rate of 90 cents per hour, 5 cents in excess of the agreed upon rate of pay for classification of electrician. The signing of the agreement found this rate in excess of the agreed upon rate for the class of work which Mr. McCorkle was performing, and it was accordingly continued in accordance with the provisions of Rule 68. The other non-standard rates have been maintained in a like manner and are subject to revision when the provisions of the rule permit.

The employes are endeavoring to have your Board interpret the rules concerned in a manner not intended by the negotiations, in a manner that, in effect, would be a new rule, which is not permissible under the present contract. The action of the carrier is supported by the rules of the agreement. We have submitted facts of record showing names, occupations and rates of pay of all employes in this department concerned in this dispute, which facts of record show definitely that the agreed upon rate of pay for classification of electrician is being properly applied; that we do have several non-standard rates which we have maintained for individuals in good faith in accordance with the provisions of the schedule; and that there have been no rules violated in the handling given this case. We, therefore, request that the employes' claim be denied.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

There is no basis for the claim of the employes that when an individual receiving a differential rate is succeeded by any other employe the higher rate of pay must prevail for the successor to this particular position. Rule 68 does not so provide. In fact, the last paragraph of Rule 68 of the agreement negatives such a holding.

Rule 68 merely protects the pay for individual employes and not for individual jobs. There is no differential rate of pay applied to this particular job which is permanent in character.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 2nd Day of August, 1939.