

Award No. 606
Docket No. 633
2-Montour-CM-'41

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 103, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)

MONTOUR RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: That Carman J. Murray Twigger who is operating the oxy-acetylene cutting torch be paid a differential rate of five (5) cents per hour above what he now is receiving.

EMPLOYES' STATEMENT OF FACTS: The freight carmen's rate of pay on the Montour Railroad is seventy-eight cents per hour. On October 23, 1939, Mr. J. Murray Twigger was assigned to the oxy-acetylene cutting torch position, and has operated the cutting torch continuously eight (8) hours per day, and is receiving the rate seventy-eight (78) cents per hour for same.

POSITION OF EMPLOYES: The rules and working conditions governing carmen, machinists, blacksmiths, sheet metal workers, electrical workers, boilermakers, their helpers and apprentices, became effective on the Montour Railroad, June 1, 1939.

Rule 23 reads as follows:

Oxy-acetylene, thermit or electric welding will be performed by Mechanics or apprentices selected for such work from the various crafts as nearly as possible on the ratio that the work generally recognized as belonging to each craft bears to the total of such work.

Mechanics regularly assigned as welders under this rule shall be paid a differential of five (5) cents per hour above the minimum rate established for mechanics of their craft. When other mechanics not so regularly assigned perform oxy-acetylene, thermit or electric welding for four hours or less in any one day, employees will be paid the welders rate of pay on the hourly basis with a minimum of one hour; for more than four hours in any one day welder's rate of pay will apply for the day.

The management has taken the position that there is nothing in the rule which states that the employee using the cutting torch should receive a differential rate of pay.

While it is true there is nothing in the rule which spells out a differential rate of pay for the use of the cutting torch, nevertheless, it was understood when those rules were negotiated that the employee using the cutting torch would be paid on the same basis as the welder, and it was for the use of the torch, whether cutting or welding, that the differential is paid.

skilled tradesman or mechanic must serve four apprentice years to learn his trade.

The use of a cutting torch is merely an incidental bit of knowledge acquired during his apprenticeship. It is not a controlling skill which in equity would bring about compensation premiums.

This company must, therefore, decline to pay a premium of five (5) cents per hour over the mechanic's rate of pay for the work of a cutting torch operator, and respectfully directs the attention of the Board to the existing wage contract which makes no provision for such payment. There is no obscurity in the language of the contract and there are no verbal understandings to the contrary. The contract must stand until changed by agreement of the parties thereto.

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 waived right of appearance at hearing thereon.

This dispute involves a question as to whether oxy-acetylene cutters come under the provisions of Rule 23 of the agreement.

A similar dispute was disposed of in the Second Division's Award 427. Rule 23 includes both the welding and cutting processes.

AWARD

Oxy-acetylene cutters shall be paid in accordance with Rule 23.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 7th day of April, 1941.