

Award No. 955

Docket No. 876

2-DW&P-BM-'43

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee I. L. Sharfman when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 1, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (BOILERMAKERS)**

DULUTH, WINNIPEG AND PACIFIC RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES: That under the controlling agreement, the carrier be ordered to compensate Boilermaker Leading Hand-Inspector and Welder, Sam Christensen, at an additional sum of five cents per hour for all services performed, retroactive to April 7th, 1936.

EMPLOYES' STATEMENT OF FACTS: The carrier maintains at its West Duluth, Minnesota, shops, two stationary boilers and a boiler force which consists of one boilermaker leading hand, seven boilermakers, nine helpers and one apprentice.

The former boilermaker leading hand was paid ten cents per hour above the regular rate paid boilermakers until he retired and that rate was paid until the vacancy was bulletined under the date of April 1, 1936, at a reduction of five cents per hour. The bulletin reads:

Vacancy exists for a Leading Hand Boilermaker at West Duluth Shops and Roundhouse. Rate of pay 84 cents per hour. Applicant will be required to perform work specified in Rule 98 of present working agreement and any other work required in addition to his duties as Leading Hand. This bulletin closes at 10:00 A. M. April 7th, 1936. Make written application for this job to the undersigned.

On April 6, 1936, Boilermaker Sam Christensen, made the application for the said vacancy and he was assigned thereto under the conditions set forth in his application reading:

I hereby submit my application for the job as leading Boilermaker as per of Bulletin of April 1st under protest while this case having been taken care of by Mr. Kyle.

The claimant is in full charge of the boiler department, the work assignments to the men, the ordering of material and tools, and is held responsible for the proper performance of the work. He is consulted at all times regarding the condition of the boilers, the character of boiler repairs needed and in addition to these duties he performs the autogenous welding and the inspection of from nine to eleven locomotives and two stationary boilers each month.

tion to the established rates for his class. Such positions will be bulletined and the senior applicant assigned if in the opinion of the supervising officers he possesses the necessary fitness and ability.

It is pointed out however that this rule is not worded in a similar manner to Rule 42 of agreement with our shop crafts employes, the former rule stating in effect that a leading hand will be paid a differential of five cents per hour in addition to the established rate for his class, whereas the latter rule of our agreement states that the differential for leading hands will be five cents above the rates provided for their respective crafts. Therefore, Award No. 413, Docket No. 396, should not be considered as a precedent in dealing with Christensen's case.

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.

The claimant boilermaker is an inspector and welder. As such he is entitled, under Rule 98 of the agreement, to a five-cent differential over the minimum boilermaker's rate. He is also a leading hand. As such he is entitled, under Rule 42 of the agreement, to a five-cent differential over the rate provided for his craft.

While the literal language of the two provisions, considered separately, may be subject to a restrictive interpretation, there is nothing in the agreement, or in the practice of the carrier under the agreement prior to April 7, 1936, which discloses an intent that the two five-cent differentials be reduced to one when the same boilermaker serves not only as an inspector and welder but also as a leading hand.

In paying the claimant an additional five cents per hour for the period involved, the carrier will only be returning to the basis of payment for this combination post which it had itself applied for many years under the currently operative agreement, which had become effective November 1, 1925.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 20th day of October, 1943.