

Award No. 1279
Docket No. 1216
2-C&NW-MA-'48

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 12, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

CHICAGO AND NORTHWESTERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the Board of Arbitration Award Agreement, effective September 1, 1947, did not authorize the carrier to add less than $15\frac{1}{2}\text{¢}$ per hour to the existing monthly rates of pay of Mechanics-in-Charge existing as of September 1, 1947.

2. That accordingly the carrier be ordered to increase the monthly rates of pay of the Mechanics-in-Charge positions the full $15\frac{1}{2}\text{¢}$ per hour in the respective amounts set forth below, retroactive to September 1, 1947, at—

- (a) South Janesville, Wisconsin, \$11.115 per month.
- (b) Rapid City, South Dakota, day shift, \$9.87 per month.
- (c) Third Ward Enginehouse, Milwaukee, Wisconsin, day shift, \$11.115 per month.
- (d) Third Ward Enginehouse, Milwaukee, Wisconsin, night shift, \$21.445 per month.

EMPLOYES' STATEMENT OF FACTS: The hours of assignment for the mechanic-in-charge position at South Janesville, Wisconsin, were, prior to and on September 1, 1947, 6:00 P.M. to 10:00 P.M.—11:00 P.M. to 3:00 A.M., with the second and fourth Fridays off each month as relief days, which made the average monthly comprehended hours for the position 247 hours per month. The monthly rate paid as of September 1, 1947, was \$328.58 per month. The new monthly rate established as of September 1, 1947, was \$355.75, an increase of \$27.17 in lieu of 247×15.5 cents—\$38.285.

The hours of assignment for the mechanic-in-charge position at Rapid City, South Dakota, were, prior to and on September 1, 1947, 8:00 A.M. to 4:00 P.M. with two Sundays off each month as relief days, which made the average monthly comprehended hours for the position 239 hours per month. The monthly rate paid as of September 1, 1947, was \$328.58 per month. The new monthly rate established as of September 1, 1947, was \$355.75, an increase of \$27.17 in lieu of 239×15.5 cents—\$37.045.

The hours of assignment for the mechanic-in-charge position on the day shift at Third Ward Enginehouse, Milwaukee, Wisconsin, prior to and on

POSITION OF CARRIER: The sole question here for determination is whether in line with understanding set forth in concluding paragraph of director of personnel's letter of October 20, 1943, to Mr. Z. M. Church (carrier's Exhibit C-1), reading:

"It is, of course, understood that if there be subsequent adjustment in overtime hours, either upward or downward, monthly rates of pay will be adjusted on basis of assigned hours."

the carrier may change the monthly rates of pay of mechanic-in-charge positions when the number of hours comprehended in such monthly rates are changed either upward or downward without negotiation with Federated Crafts organization. It is the position of the carrier that the rates of pay of mechanic-in-charge positions may be adjusted when the hours of assignment of such positions are changed without being required to negotiate such changes.

When the instant case was discussed in conference with the Federated Shop Crafts' committee January 6, 1948, it was their contention that the railway company could not adjust rates of pay of mechanic-in-charge positions after same were once established, even though as a result of changes in the hours of assignments the monthly comprehended hours were increased or decreased, although the committee agreed that it was the prerogative of the railway company to change hours of assignment either upward or downward as conditions might justify without the necessity of negotiating such changes so long as basic minimum hours of assignment were not violated.

The carrier reiterates its position that rates of pay for positions of mechanic-in-charge may be adjusted upward or downward as the result of change in the monthly comprehended hourage without such changes being first negotiated.

In view of the above and the fact that there is no rule in Federated Crafts' schedule supporting employees' position same cannot properly be sustained.

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

Evidence submitted as to the hours comprehended is somewhat obscure in the record, and this Division is unable to determine the actual amounts of increases for the positions in dispute.

The agreement dated September 3, 1947, effective September 1, 1947, implementing the Arbitration Award dated September 2, 1947, says in Section 1 (d):

"Monthly Rates—(1) Determine the equivalent hourly rate by dividing the existing monthly rate by the number of hours comprehended by the monthly rate. Fifteen and one-half cents (15.5¢) per hour multiplied by the number of hours comprehended by the monthly rate shall be added to the existing monthly rate."

Therefore, the proper method of applying the fifteen and one-half cents (15.5¢) per hour effective September 1, 1947, is to multiply the hours comprehended by fifteen and one-half cents (15.5¢) and add that amount to the existing monthly rate.

The question of change of monthly payments subsequent to September 1, 1947, or a change in hours comprehended, is not the question before the Division and, therefore, should be determined by the existing rules on the property.

AWARD

Effective September 1, 1947, fifteen and one-half cents (15.5¢) per hour multiplied by the number of hours comprehended will be added to the existing monthly rate.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 15th day of October, 1948.