

Award No. 1374
Docket No. 1298
2-AT&SF-CM-'50

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (CARMEN)

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY—COAST LINES

DISPUTE: CLAIM OF EMPLOYES: That under the current agreement Carman Wrecking Engineer A. A. Teter is entitled to be additionally compensated in the amount of four (4) cents per hour for all services performed since December 22, 1948, and that accordingly the carrier be ordered to so compensate this employe.

EMPLOYES' STATEMENT OF FACTS: At Needles, California, the carrier maintains a wrecking outfit and a regularly assigned wrecking crew composed of Carmen J. R. Hoskins, G. O. Gregory and V. R. Burwell, 3:00 P. M. to 11:00 P. M.; R. D. Casas and T. D. Williams, 11:00 P. M. to 7:00 A. M.; C. W. Kerr, L. K. Archebeque, J. H. McConnell, R. L. Clements and A. A. Teter, 7:00 A. M. to 3:00 P. M.

Carman A. A. Teter, hereinafter referred to as the claimant, since about April, 1936, to date, has served as the regularly assigned wrecker engineer, and for such service the claimant has been paid a differential rate of four (4) cents per hour above the journeyman carman's rate for all service performed regardless whether engaged in wrecking service or regular assignment at home point, until December 22, 1948.

On and since December 22, 1948, the carrier reduced this claimant's rate of pay four cents per hour applicable to all service he has been assigned to perform as a wrecker engineer and carman. The contention has been made that this reduction in pay of the claimant was improper and the carrier has declined to restore this differential rate to the claimant.

The agreement effective August 1, 1945, as subsequently amended, is controlling.

POSITION OF EMPLOYES: There seems to be no dispute as to the pertinent facts involved in this case, that the claimant both prior to August 1, 1945, and subsequent thereto, was the regularly assigned wrecker engineer, and for that class of service he was paid a differential rate of four (4) cents per hour for each eight-hour service performed until December 22, 1948. This is affirmed by copy of statement submitted, dated April 9, 1949,

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.

Claimant was, prior to, on, and after August 1, 1945, regularly assigned as wrecker engineer at Needles, California, where carrier maintains a wrecking outfit. As such wrecker engineer there was paid him a differential in pay which was preserved by Item 21 of Appendix B to the agreement of the parties effective as of August 1, 1945. After December 22, 1948, when he became a car inspector, this differential was four cents an hour.

On December 23, 1948, claimant became a car inspector-lead workman, the position he had previously held of air brake test rack operator having been abolished. As such lead workman Rule 30 of the parties' effective agreement provides: "For such service a differential rate of five cents (5¢) will be paid in addition to the established rate for his class, * * *."

Admittedly, because of the location of the work, there is a three-cent desert differential.

Nothing has been pointed out in the agreement which prevents an employe from being assigned to both classifications nor, if he is, that such differentials in pay shall not be cumulative. Being assigned to both services for which differentials are provided we find the claimant is entitled thereto.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 16th day of February, 1950.