

Award No. 1841
Docket No. 1641
2-PULL-FT-'54

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 122, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Federated Trades)**

THE PULLMAN COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the current agreement the Carrier violated Rule 18 when they assigned Machinists D. Cimarolli, F. Radil and Upholsterer J. Miller to fill temporarily the place of supervisors and did not pay them accordingly.

2. That accordingly the Carrier be ordered to compensate Machinists D. Cimarolli, F. Radil and Upholsterer J. Miller the difference in pay from what they did pay them and what they should have earned in accordance with Rule 18 during these assignments.

EMPLOYEES' STATEMENT OF FACTS: Machinists D. Cimarolli, F. Radil and Upholsterer J. Miller, hereinafter referred to as the claimants, are employed as such with relief days of Saturday and Sunday and regular bulletined hours 7:45 A. M. to 12:00 Noon and 12:45 P. M. to 4:30 P. M.

The carrier assigned Claimant Cimarolli to fill temporarily the place of Supervisor F. Genzel from August 8 to October 19, 1952.

The carrier assigned Claimant Radil to fill temporarily the place of Supervisor F. Linder from August 25 to October 14, 1952.

The carrier assigned Claimant Miller to fill temporarily the place of Supervisor G. Newgren from August 26 to September 7, 1952.

The carrier paid the claimants supervisor rates and have refused to pay them as provided for in the agreement.

The agreement effective June 16, 1951, as subsequently amended, is controlling.

POSITION OF EMPLOYEES: It is submitted that the action of the carrier in the instant dispute is contrary to the provisions of the current agreement when they assigned the claimants to fill temporarily the place of supervisors and did not pay them in accordance with Rule 18, which reads as follows:

and above the minimum rate paid journeymen for the day or days so engaged, straight time rate for straight time hours and overtime rate for overtime hours. The provisions of paragraph (a) of Rule 18 do not apply to journeymen who have been promoted out of the crafts into the position of supervisor on the basis of their seniority and qualifications. This part of Rule 18 is applicable only to journeymen who have been assigned temporarily to fill the place of a supervisor but who do not presently possess sufficient seniority and qualifications for promotion. When an employe temporarily fills the place of a supervisor, he is entitled to receive 15c per hour over and above the minimum rate paid journeymen, which condition is not applicable to this dispute. It should be noted that Rule 18 does not specify the period of time "temporarily to fill the place of a supervisor" encompasses. Neither does the organization commit itself on this point.

The second paragraph of Rule 18 provides that an employe filling a supervisor's place temporarily shall be a journeyman-mechanic of the respective craft in his department. However, in districts and agencies where such an assignment requires supervising more than one craft, the place shall be filled by a craft journeyman. The provisions of this paragraph are not pertinent to this dispute in that the employes in question were promoted to supervisory positions and were not assigned temporarily to fill the place of supervisors. Clearly, the organization is attempting to misconstrue the rules of the agreement which are applicable to this dispute in such a manner as to make it appear that any craft employe regardless of whether he has been promoted to a supervisory position or is assigned temporarily to fill the place of a supervisor must be paid the hourly differential under Rule 18.

CONCLUSION

The company has shown that there has been no violation of Rule 18 of the agreement covering this class of employes in the manner in which Machinists Cimarolli, Radil and Upholsterer Miller were paid for the periods they filled supervisory positions in the Calumet shops to which they had been promoted. Further, the company has shown that Rule 28, the controlling rule in this dispute, provides that employes considered for promotion shall be selected on the basis of seniority and qualifications. Inasmuch as Cimarolli, Radil and Miller were promoted to supervisory positions they were paid at the monthly rate as supervisors.

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 claim in this case is controlled by the same principles announced in Award No. 1794. A remand is therefore necessary for disposition by the parties in conformity with the aforementioned principles.

AWARD

Claim remanded for purposes set forth in the above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 27th day of September, 1954.