

**Award No. 4366**

**Docket No. 4321**

**2-SP-MA-'63**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Joseph M. McDonald when award was rendered.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 114, RAILWAY EMPLOYES'  
DEPARTMENT, A. F. of L. — C. I. O. (Machinists)**

**SOUTHERN PACIFIC COMPANY  
(Pacific Lines)**

**DISPUTE: CLAIM OF EMPLOYEES:**

1. That the Carrier violated Rule 34(b) of the current controlling agreement effective April 16, 1942 as subsequently amended, when Machinist Lead Workmen H. Mershon, F. P. Felix, J. Piper, R. Mesa, M. Maldonado and H. Wagner (hereinafter referred to as claimants) were denied the applicable differential in rate of pay as provided for in Rule 34(b), when required to work with, lead and direct the work of Hostlers, who are members of the group of employees under direction and leadership of claimants on their respective shifts, for which service claimants have been denied the differential rate of six (6) cents per hour above that paid Hostlers, the highest rated employees claimants are required to work with, lead and direct.
2. That accordingly, Carrier be ordered to additionally compensate each claimant a differential of six (6) cents per hour above the rate paid to Hostlers, for all time used as Lead Workmen commencing July 1, 1961, and for each and every date thereafter until agreement violation is corrected.

**EMPLOYEES' STATEMENT OF FACTS:** The primary facts which give rise to this dispute are as follows:

Claimants are lead workmen regularly assigned to a five day workweek of 8 hours per day, with regularly assigned work duties, consisting of working with, leading and directing the work of other members of the group of employees, including Hostlers, on the various shifts at carrier's 22nd street diesel servicing facility, Tucson, Arizona.

The record established clearly and definitely supports that hostlers are members of the group, that claimants are assigned to work with, lead and direct in performance of their duties as hostlers, and any argument to the contrary cannot be upheld.

reflected in the correspondence exchanged in the handling of this claim on the property, the action here complained of has been the practice at the location here involved ever since that facility was opened in 1958, and is similar to operations previously in effect at the former Tucson roundhouse for many years prior to moving to the 22nd street diesel servicing facility, as well as at other points on carrier's lines for years, antedating the effective date of the current agreement.

### CONCLUSION

Carrier asserts the instant claim is entirely lacking in agreement or other support and requests that it be denied.

**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.

Parties to said dispute waived right of appearance at hearing thereon.

Claimants are Machinist Lead Workmen at Carrier's 22nd St. Diesel Servicing Facility at Tucson, Arizona.

Claimants allege a violation of Rule 34(b) of the Controlling Agreement, and claim a six (6) cent differential rate per hour above the rate paid to Hostlers whom they claim to be members of the group which they lead and direct under the subject Rule.

Rule 34 reads as follows:

"(a) At shops—In small gangs a working mechanic may be assigned, to work with, take the lead and direct the work of other members of a gang in his craft and on his class of work. For such service, he will be allowed the differential of six (6) cents per hour above the highest rate, paid any employee he so directs but not less than six (6) cents per hour above the highest rate applicable to the work performed by the gang or himself.

"(b) At roundhouses and train yards—For small groups of employees a leading working mechanic may be assigned to work with, take the lead and direct the work of other members of the group; while so serving he will not perform the work of any craft other than his own. For such service, he will be allowed a differential rate of six (6) cents per hour above the highest paid employee he so directs but not less than six (6) cents per hour above the highest rate applicable to the work performed by the gang or himself."

The question to be determined is whether Hostlers are to be considered a part of the "small group of employees" which the leading working mechanic leads and directs.

The Claimants contend that Rule 34(b) is to be distinguished from 34(a) in that it is not confined to direction by lead workman in his own craft and class of work. The distinction is valid and clear.

Carrier contends that the Hostlers are not subject to the Controlling Agreement in question here, and therefore the Hostlers compensation cannot be used as a basis for the claimed differential, and further that the Hostlers are not under the lead and direction of the lead Workmen Claimants.

While it is true that the Controlling Agreement does not cover the Hostlers, there appears to be no valid reason why the fixing of the rate of pay for Lead Workmen cannot be tied to the Hostlers' rate of pay, if in fact they are a part of the group of employees which Lead Workmen lead and direct.

This leaves the factual question to be determined on this record, and we find that the Claimants have sustained their burden in establishing that in the instant dispute the Hostlers were indeed a part of the small group of employees which the lead workmen led and directed at this facility.

#### AWARD

Claim sustained. Claimants to be additionally compensated at the claimed differential for all time used as Lead Workmen commencing July 1, 1961.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 20th day of December, 1963.