

NATIONAL RAILROAD ADJUSTMENT BOARD
Second Division

PARTIES TO DISPUTE:

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
DENVER & RIO GRANDE WESTERN RAILROAD COMPANY**

STATEMENT OF CLAIMS.—(a) Proper rate of pay of Coal Chute Operators H. J. Howland and Chas. Martin employed on the Denver & Rio Grande Western Railroad at Green River, Utah.

(b) Compensation for wage loss suffered through application of improper rate of pay.

POSITION OF EMPLOYEES.—On January 1, 1930, the freight terminal was moved from Green River, Utah, to Helper. The adjustments incident to this move caused two new jobs to be created at Green River which carried the title of coal chute operator. The two employes, Howland and Martin, filled the positions of coal chute operators and were paid at the rate of \$150.00 per month beginning January 1, 1930. The reduction from \$150.00 per month to \$100.00, effective March 15, 1933, was an arbitrary reduction without conferences or negotiations.

POSITION OF CARRIER.—The carrier contends that the \$100.00 per month for an eight-hour tour of duty within the twelve-hour spread was established by the agreement with the accredited representatives of the employes and there is no justification for the claim as presented simply because the occupants of the positions thereafter chose to affiliate themselves with another organization.

FINDINGS.—The Second Division of the National Railroad Adjustment Board, upon the whole record finds that:

The carrier and employes involved in this dispute are respectively carrier and employes 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 the dispute were given due notice of hearing thereon.

The positions and proper rates of pay involved in this dispute are included in the agreement between the Denver & Rio Grande Western Railroad Company and the Brotherhood of Maintenance of Way Employes. The changes in rates of pay were not made in accordance with the provisions of this agreement.

AWARD

That Coal Chute Operators Howland and Martin be reimbursed the amount of wages deducted from their pay March 6, 1933, to August 13, 1934, amounting to \$50.00 per month, less deductions in effect during that period, and that compensation since August 13, 1934, shall be in accordance with the provisions of agreement of February 1, 1926, between the Denver & Rio Grande Western Railroad Company and the Brotherhood of Maintenance of Way Employes.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: J. L. MINDLING
Secretary

Dated at Chicago, Illinois, this 16th day of December, 1935.