

Award No. 488

Docket No. 520

2-MysT-EW-'40

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 18, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (ELECTRICAL WORKERS)**

MYSTIC TERMINAL COMPANY

DISPUTE: CLAIM OF EMPLOYEES: The employees request that your Honorable Board order the Mystic Terminal Company to make effective, retroactive to the date the position of electrician at the Hoosac Dock became vacant, the provisions of the memorandum, given in the agreed facts, applying the difference in hourly rates, amounting to seven (7) cents, to the hourly rates of the fire station operators in such manner that the total actual increase in hourly rates will be equal to the difference in rates (seven cents).

JOINT STATEMENT OF FACTS: There is in force a memorandum of agreement between the Mystic Terminal Company and System Federation No. 18, reading as follows:

"MEMORANDUM OF AGREEMENT

Re—Rates of Pay—Rule 41.

In order to avoid reducing higher hourly rates to the so-called standard hourly rates of pay (.86 per hour) at the present time, it is understood and agreed in connection with Rule 41 of the agreement effective March 31, 1939 between the Mystic Terminal Company and System Federation No. 18 that the Rates of Pay in effect at the time this agreement becomes effective covering Electricians, Pipers and Millwrights will be adjusted as shown below, if and when the present incumbents vacate these positions:

	Present Hourly Rate	Adjusted Hourly Rate
Electricians	.93	.86
Pipers	.88	.86
Millwright	1.00	.86

It is further understood and agreed that if and when the present incumbents vacate the positions above referred to, that the difference between the higher hourly rates and the so-called standard rate (86 cents per hour) will be applied to the hourly rates of the Repairmen and/or Fire Station Operators as may be mutually agreed to between

be fair as it could properly react unfavorably to the employees if those who were to have their hourly rate increased in this case were working on the basis of forty (40) hours per week.

There are four (4) other rates which will eventually be adjusted and the management believes that the employees who will be affected when the time comes are entitled to have the amount saved by these adjustments added to their hourly rates.

The management is not seeking to take anything away from the employees as would be done under certain conditions and circumstances if the contentions of the employees were correct.

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 employees 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 waived right of appearance at hearing thereon.

The memorandum of agreement provides for a mutual agreement as to who is to receive the difference between the higher hourly rates and the so-called standard rate (86¢ per hour), and makes no mention of a weekly or any other basis other than hourly for designating the amount to be applied to other rates, as per memorandum of agreement supplementing Rule 41.

AWARD

Claim sustained, subject to mutual agreement as to application of rate as provided for in the memorandum on Rule 41.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 24th day of July, 1940.