

**Award No. 902**  
**Docket No. 855**  
**2-Sand Spgs-EW-'43**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Herbert B. Rudolph when award was rendered.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 160, RAILWAY EMPLOYEES'  
DEPARTMENT, A. F. OF L. (ELECTRICAL WORKERS)**

**SAND SPRINGS RAILWAY COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:** That the carrier refuses to abide by the provisions of existing agreement dated August 1, 1937, in that Electricians H. B. Reynolds, H. H. Young and C. J. Taylor, have been improperly compensated at the rate of 89¢ per hour.

We, therefore, make claim for back pay for said claimants of an additional 7¢ per hour retroactive to August 1, 1937, for all time worked by said claimants subsequent to August 1, 1937.

**EMPLOYEES' STATEMENT OF FACTS:** Electricians Herbert H. Young, H. B. Reynolds and C. J. Taylor are employed in the said railway company shops at Sand Springs, Oklahoma, and are assigned to and perform the following work:

H. B. Reynolds is assigned to and performs the work of winding, rewinding, repairing, inspecting of all armatures which are sent to the railway's shops for repairs and in addition to such work he is engaged in inspecting, maintaining and repairing of electric motors, electric lighting circuits, lightning arresters, circuit breakers, as well as all other general electrical work incidental to and a part of electric locomotives and electric passenger (motor) cars.

Herbert H. Young is assigned to and performs the work of inspecting, maintaining, repairing of electric motors, electric lighting circuits and appurtenances, thermostatic heat control circuits and appurtenances, electric bells and circuits and is also required to make periodical inspections of high tension substation, making such general repairs which become necessary from time to time. In addition he is required to make Interstate Commerce Commission inspection of electric locomotives and required to sign and swear to United States Government reports.

C. J. Taylor is assigned to and performs the work of inspecting, maintaining and repairing electric motors, governor pressure control and circuit breakers, all switches for power and lights incidental to and a part of said railway company's equipment, both locomotive and passenger cars, including the inspecting, repairing, removing and applying of controls and resistors, watt hour meters, trolley stands, headlights, electric throttles, electric heat control, appurtenances and associated wiring.

On August 25, 1942, the carrier agreed to increases in pay scales of electricians, by letter from T. H. Steffens, president, to Mr. Hartzheim. Copy of that letter is submitted as Exhibit 2. These increases were to become effective September 1, 1942.

No demand for back pay was made, on behalf of these employees, until August 27, 1942. Demand was then made in letter of that date from Mr. Hartzheim, copy of which is submitted as Exhibit 3. That letter was supplemented by letter from Mr. Hartzheim, dated September 29, 1942, copy of which is submitted as Exhibit 4. The reply of the carrier to these letters is dated October 3, 1942 and copy is submitted as Exhibit 5.

**POSITION OF CARRIER:** The position of the carrier is:

The classification and pay scales of these employees was agreed to by their authorized representative at the time the agreement was made, on August 1, 1937, and became a part of that agreement. These classifications had to remain until changed by mutual agreement, or through the processes of the Railway Labor Act. The employees are estopped from challenging this classification.

The employees have been paid according to the agreed classification and pay scales.

No demand for back pay was made until August 25, 1942, and, therefore, no award can legally be retroactive beyond that date.

The carrier is willing to make the changes in classification and pay scales, as stated in Exhibit 5, upon agreement of proper representatives of the affected organization, but without back pay.

This is a jurisdictional dispute between two organizations, parties to the agreement of August 1, 1937, wherein attempt is being made to whip-saw the carrier, who has, in good faith, complied with the terms of that agreement.

The claim should be rejected and 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 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 were given due notice of hearing thereon.

We are in accord with the view expressed by Mr. B. M. Jewell in his letter of July 24, 1940, that "there must have been some understanding on rates made at the time the agreement was signed." Subsequent to July, 1940, the rates of pay of claimants were discussed with carrier in connection with other subjects, but under the record it must be found that such discussions related to changing the classifications that were agreed to at the time the agreement was signed. These discussions were not culminated until carrier's letter of August 25, 1942, at which time the new classifications should be held effective.

#### AWARD

Claim for back pay prior to August 25, 1942, denied. Claimants should be classified and paid as electricians from August 25, 1942.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST: J. L. Mindling  
Secretary

Dated at Chicago, Illinois, this 7th day of June, 1943.