

Award No. 911

Docket No. 858

2-GN-CM-'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.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (CARMEN)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES: Claim that Marion Butcher, employed as triple valve test rack operator at Minneapolis, Minnesota, be paid at rate of \$1.01 per hour instead of 96¢ per hour for period January 1st, 1942 to February 4, 1942, during which period he was assigned as leading freight carman in addition to performing the regular duties of his position.

JOINT STATEMENT OF FACTS: Marion Butcher, regularly employed as triple valve test rack operator at Minneapolis, Minnesota, was assigned as leading freight carman January 1, 1942 to February 4, 1942, on which date position of leading freight carman was abolished.

For such service during this period he was paid at the rate of ninety-six cents per hour.

Rule 46 of agreement effective January 1, 1942, upon which this claim is based, reads:

In small gangs, a working mechanic may be assigned who will take the lead, participate in and direct the work of other members of the gang, and will be paid five (5) cents per hour over the mechanic's basic rate in such craft and class.

POSITION OF EMPLOYEES: Mr. Marion Butcher, carman, Minneapolis, first entered the service of the Great Northern Railway on July 30, 1922, and has been an employe of the carrier since that date. He was first assigned to operate the test rack on February 2, 1931, and has held the position since that date. We desire to bring to the attention of the Board, Bulletin No. 1, Exhibit A. It will be noted that the hourly rate for leadmen at that time was eighty-eight cents per hour. During the year of 1937 a wage increase was granted to these men on the Great Northern Railway. From September, 1937, until September 1, 1941, the rate of pay for leadman was ninety-three cents per hour. Marion Butcher did receive this rate. Prior to September, 1941, the rate as established by agreement for test rack operator was eighty-six cents per hour. We wish to direct your attention to the fact that prior to September, 1941, the agreement controlling had an established rate of ninety-three cents per hour for leadman. However, the agreement which became effective as to rates of pay on September 1, 1941, provided for five cents per hour above class and craft for leadmen. We refer to Rule 46 of controlling agreement.

It is the position of the carrier, therefore, that under the provisions of this rule, all that Mr. Butcher was entitled to as leading freight carman was ninety-three cents per hour and, since he was paid ninety-six cents per hour due to his also performing service as test rack operator, he was fully compensated for the work performed by him and that no further allowance is either justified or permissible under the rules. Butcher at no time was required to perform, nor did he perform, any service as "leading test rackman," for which the rate would have been five cents over the basic rackman's rate, and there were no other test rackmen whom he could lead. As a test rackman, rate ninety-six cents, he was required to perform certain service of a lower rated position of leading freight carman, rate ninety-three cents, and in accordance with Schedule Rule 44, reading in part "When an employe is required by the management to fill a temporary vacancy paying a higher rate of pay, he shall receive the higher rate of pay; but if required to fill a vacancy paying a lower rate of pay, his rate of pay will not be reduced," he was paid his regular and higher rate. There was no requirement by the company that he fill any vacancy as "leading test rackman," he did not perform any service as such, there was no such service which he could perform, nor any other test rackman whom he could "lead." Since the only service other than that of test rackman that he performed or could perform was lower rated than his regular rate, there is no additional payment due him and claim must 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 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.

Under the provisions of Rule 46 a mechanic assigned to lead a small gang will be paid five cents per hour over "the mechanic's basic rate in such craft or class." It is found that the reference in the rule to "such craft or class," refers to the craft or class to which the leading mechanic belongs, and not to the craft or class which the mechanic is assigned to lead.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

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