

Award No. 1046

Docket No. 987

2-M&StL-EW-'45

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 15, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (ELECTRICAL WORKERS)**

THE MINNEAPOLIS & ST. LOUIS RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That under the controlling agreement and particularly Rule 16, the carrier be ordered to additionally compensate H. A. Bales the difference between his salary of \$253.80 per month and the salary which he was paid of \$240.65 per month from May 1, 1943, to March 10, 1944.

EMPLOYEES' STATEMENT OF FACTS: H. A. Bales was employed as a lead maintainer, with supervision over an extra gang in the telegraph and signal department. His salary as a lead maintainer was \$253.80 per month, a differential of \$13.15 per month.

Signal Supervisor George Stanley, salary \$230.00 per month, was granted a leave of absence effective May 1, 1943.

On April 30, 1943, a bulletin was posted temporarily advertising the position of signal supervisor, rate \$230.00 per month. No bids were received for this position. (See Exhibit 1.)

On May 1, 1943, H. A. Bales was temporarily assigned to fill the bulletined position. He was compensated at the rate of \$240.65 per month.

On March 1, 1944, a bulletin was posted advertising the temporary position of signal supervisor, to which H. A. Bales had been temporarily assigned on May 1, 1943 (see Exhibit 2) as a permanent assignment with the title of signal maintainer. H. A. Bales was the successful bidder.

POSITION OF EMPLOYEES: The employees contend that the action of the carrier in refusing to properly compensate H. A. Bales in the instant dispute is contrary to agreement provisions, particularly Rule 16, which provides:

"When an employe is required to fill the place of another employe receiving a higher rate of pay, he shall receive the higher rate; but if required to fill temporarily the place of another employe receiving a lower rate, his rate will not be changed."

The carrier recognized the intent of the rule when it compensated Bales at the rate of \$240.65 per month while filling position of an employe regularly compensated at a rate of \$230.00. This adjustment was made after a protest was made and claim made for the rate of \$253.80 per month (see Exhibit 3). The rate of \$240.65 is the monthly rate of maintainers, whereas H. A. Bales was compensated a differential of \$13.15 per month as lead maintainer (see Exhibit 4) as provided for in Memorandum of Agreement.

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.

The record indicates that the following rates covering this class of employes were in effect:

Prior to February 1, 1943—	
Maintainers	—\$240.65 per month
Lead Maintainers	— 253.80 “ “
Effective February 1, 1943—	
Maintainers	—\$253.80 per month
Lead Maintainers	— 266.95 “ “
Effective December 27, 1943—	
Maintainers	—\$264.32 per month
Lead Maintainers	— 277.47 “ “

H. A. Bales was regularly employed as a maintainer and should be paid accordingly.

AWARD

That H. A. Bales be compensated at the monthly rate of \$253.80 from May 1, 1943, to December 27, 1943; monthly rate of \$264.32 from December 27, 1943 to March 10, 1944.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 5th day of January, 1945.