

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY OF TEXAS

(Berryman Henwood, Trustee)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

1. That all assistant yard foremen and assistant section foremen shall, in conformity with and under the application of Rule 8-15(c) of agreement in effect, be paid 12c per hour over and above the rate of pay established and in effect applicable to section laborers whom they supervise;

2. That all assistant yard foremen and assistant section foremen who in the application of the wage agreement consummated in Washington, D. C. January 17, 1944, were given an increase which established a rate of only 11c per hour over and above the rate applicable to section laborers whom they supervised, shall be paid an additional 1c per hour, retroactive to February 1, 1943.

EMPLOYEES' STATEMENT OF FACTS: Rule 8-15 (c) of Agreement between the Carrier and the Brotherhood of Maintenance of Way Employees, effective December 1, 1937, reads:

"8-15. RATES.—

* * *

(c) Hourly Rated Employees: ***

Payroll Classification	Location	Rates of Pay	
		(In Effect 1/31/43)	
Section and Yard Employees:			
Yard Section Laborers	E. St. Louis	Sec. 1	\$0.54
Yard Section Laborers	Illmo	Sec. 2	.49
Yard Section Laborers	Malden	Sec. 12	.4775
Yard Section Laborers	Paragould	Sec. 19	.4775
Yard Section Laborers	Jonesboro	Sec. 22	.49
Yard Section Laborers	Brinkley	Sec. 30	.4775
Yard Section Laborers	Stuttgart	Sec. 35	.4775
Yard Section Laborers	Pine Bluff	Sec. 39	.49
Yard Section Laborers	N. Little Rock	Sec. 90	.4775
Yard Section Laborers	Camden	Sec. 49	.4775
Yard Section Laborers	Lewisville	Sec. 56	.4775
Yard Section Laborers	Shreveport	Sec. 68	.4775
Yard Section Laborers	Texarkana	Sec. 100	.475
Yard Section Laborers	Mt. Pleasant	Sec. 108	.475
Yard Section Laborers	Commerce	Sec. 207	.475

No doubt, had the agreement, dated January 17, 1944, provided for increases in rates of pay on a percentage basis, the Employes would have insisted and the Carrier would have agreed to apply the percentage of increase to the rates being paid Assistant Yard Foremen and Assistant Foremen instead of applying the percentage of increase to Laborers rate only and maintaining the difference of 12 cents an hour.

The Carrier submits that the record and facts herein presented show that the rates of pay of the employes involved in this dispute were correctly established under the provisions of the agreement dated Washington, D. C., January 17, 1944, therefore, the Carrier respectfully requests that the claim be denied.

OPINION OF BOARD: That portion of Rule 8-15 (c) applicable to this dispute has not been modified by any subsequent agreement presented to this Division; it reads:

"Asst. Yard Foremen—12 cents an hour above rate of laborers supervised.

"Asst. Sec. Foremen—12 cents an hour above rate of laborers supervised."

The contention of the Employes is supported by the rule and the claim should be sustained.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived hearing on this dispute; and

That the carrier and the employe involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That under the provisions of Rule 8-15 (c) the claim will be sustained.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 20th day of June, 1945.

ATTEST: H. A. Johnson

Secretary