Award No. 2859
Docket No. 2694
2-CRI&P-EW-'58

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee D. Emmett Ferguson when the award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYES' DEPARTMENT, AFL-CIO (Electrical Workers)

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That under the current agreement the Carrier improperly assigned other than employes of the Communications Department to dig hole and set one 35 foot pole, transfer Communications Department crossarms and wires and remove old pole at Mile Post 280 plus 1, Victor, Iowa on or about April 17, 1956.

2. That accordingly the Carrier be ordered to compensate the Claimant, Mr. E. Halloran, eight (8) hours pay in addition to his regular monthly salary.

EMPLOYES' STATEMENT OF FACTS: The Chicago, Rock Island & Pacific Railroad Company, hereinafter referred to as the carrier, employs regularly assigned section linemen who are assigned to designated territories or districts to perform among other duties, the work set out in Part 1 of the claim above.

Mr. E. Halloran, hereinafter referred to as the claimant, is regularly assigned as a section lineman to the Victor, Iowa, territory where the work outlined in Part 1 of the claim was performed. The claimant is paid a monthly rate and was working on April 17, 1956.

Signal Department employes were assigned by the carrier on or about April 17, 1956 to dig hole, set 35 foot pole and transfer communications department crossarms and wires and remove old pole at Mile Post 289 plus 1, Victor, Iowa.

This dispute has been handled with all carrier officials designated to handle such disputes, all of whom have declined to make adjustment satis-

with this rule, except when required to perform service on rest days, they will be compensated as provided for in Rule 9."

Under the provisions of the above quoted rule, claimant would have not been entitled to any additional compensation inasmuch as his salary covers any and all work performed.

For performing any work pertaining to his class or craft, the claimant is paid on a monthly basis to cover all services rendered. For any and all services rendered, Halloran, at the time of this claim, was paid his monthly rate.

Patently, Halloran cannot accept the provisions of Rule 5 in their most favorable application and then seek to apply the provisions of other rules in the agreement not applicable to him to supplement, augment or otherwise increase the payment specifically provided for in Rule 5. The work was not performed on his stand-by or rest days.

As a monthly-rated employe, Halloran is contractually obligated to perform **any** work pertaining to his class or craft. The word "any" is complete and all inclusive. It does not mean some or part of. In this case, it is synonymous with the word "all". Had the claimant been used to perform the work in question, he would not have received any additional compensation. As a matter of fact, he was relieved of working the time required in this case, for even if he had performed it, no additional compensation would have been received.

Inasmuch as Claimant Halloran's monthly rate comprehends any and all services performed during the month, no claim can be made for any additional payment even if he would have performed the work involved in the instant claim.

To sustain this claim, your Honorable Board would have to write a new rule giving monthly-rated employes, whose salary covers all services rendered, additional compensation over and above that provided by the rule. Of course, your Board, does not have the authority to do so, nor can the employes cite any rule in the agreement providing for such additional payment even if the claimant had performed the work, much less any payment for not being used.

For the above reasons, the claim has been declined on the property and we respectfully request your Board to uphold the carrier's position, based upon the existing 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 work of setting poles, transferring wires and crossarms belongs to employes of the Communications Department under the scope rule of their agreement. The facts show that other employes did such work by removing

an old pole, erecting a new 35-foot pole and placing the crossarms and wires. This was a violation for which claimant Halloran demands eight hours' pay in addition to his regular monthly salary.

The work done was properly a part of the claimant's work quota, and presumably if the carrier decided he could not do it within his regular schedule, it was extra work within the meaning of Rule 5 which grants "four hours' pay at pro-rata basic rate" for "any service on the sixth or stand-by days."

AWARD

Claim 1. Sustained.

Claim 2. Sustained. Carrier ordered to compensate claimant "four hours' pay at pro-rata basic rate."

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of May, 1958.