

NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION

Form 1

Award No. 12540  
Docket No. 11933  
93-2-90-2-41

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (International Brotherhood of Electrical  
(Workers  
(Chicago and North Western Transportation  
(Company

STATEMENT OF CLAIM:

- "1. That the Chicago and North Western Transportation Company violated the current Agreement effective December 1, 1985, specifically Rule 35, when they wrongfully compensated Construction Lineman Glen R. Brady at a lower rate of pay than which he was entitled while working as a Station Lineman at the One North Western Center.
2. That the Chicago and North Western Transportation Company make Mr. Brady whole for the difference in wages because of their failure to award him the higher rate of pay to which he was contractually entitled."

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.

Parties to said dispute waived right of appearance at hearing thereon.

Claimant, regularly assigned as a Construction Lineman at Carrier's Proviso, Illinois yard was temporarily reassigned in December 1988, to Carrier's Chicago, Illinois Headquarters to perform work connected with the relocation of telephones, computer terminals and terminal controllers. On February 17, 1989, a Claim was filed contending that Claimant should have been paid at the Station Lineman's rate for the time worked at Carrier's

Headquarters, rather than the Construction Lineman rate.

Rule 76 of the Agreement distinguishes between Communications Linemen and Station Linemen. With regard to Communication's Linemen, it provides:

"A lineman electrician who is qualified to install, inspect, repair or maintain inside wiring, switchboards, rheostats, motor generators or other signaling line utilization equipment, splice lead-sheathed cable or do any other work upon signaling lines that is generally recognized as electricians' work shall be classified a Communications Lineman."

And with regard to Station Linemen, the Rule states:

"An electrician stationed at a designated headquarters, who is qualified both as electrician and lineman, and who, subordinate to the foreman of a district, has charge of and is responsible for the repairs and maintenance of line and equipment in a more or less definitely limited subdivision, or subdivisions of the foreman's district shall be classified as a station lineman."

The facts in this regard support a conclusion that Claimant, while working in Carrier's Headquarters, performed work as a Station Lineman and not that of a Communications Lineman. These facts further indicate that on previous occasions, Claimant was paid as a Station Lineman while temporarily assigned to Kenosha, Wisconsin. The work he performed in December 1988, January and February, 1989 in Carrier's Headquarters was of the same type performed at the other location. It should have been paid for the Station Lineman rate, as provided in Rule 35, reading:

"An employee working one hour or more on a higher rated work will receive the higher rate for the actual time worked. If used four hours or more for such higher rated work on any day, will be allowed the higher rate of pay for the entire day.

An employee coming within the scope of this Agreement temporarily promoted or assigned higher-rated work during the whole or part of his daily assignment, will be allowed actual time worked at the higher rate of

compensation, with a minimum allowance of one hour.

When temporarily assigned to a lower rated position, his rate of pay will not be reduced."

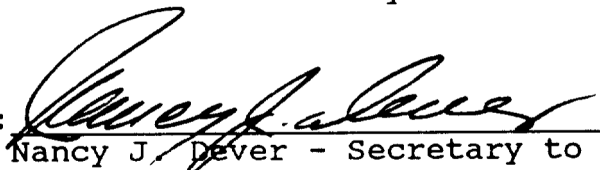
Carrier has raised a procedural defense contending that the original Claim was defective because it did not indicate which dates Claimant worked at the Headquarters. The Board finds this argument unpersuasive. Carrier most certainly must be aware of the dates Claimant was detached from his headquarters at Proviso and instructed to report to Corporate Headquarters in the Chicago Loop. Accordingly, he is entitled to be made whole at the Station Lineman rate for each day worked at Corporate Headquarters, commencing sixty days prior to the date his initial claim was filed.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
Nancy J. Dever - Secretary to the Board

Dated at Chicago, Illinois, this 21st day of July 1993.