

Award No. 3076
Docket No. SG-3144

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

ALABAMA GREAT SOUTHERN RAILROAD COMPANY

**THE CINCINNATI, NEW ORLEANS & TEXAS PACIFIC RAILWAY
CO.**

STATEMENT OF CLAIM: (a) Claim of Mr. C. W. Skelton, signal department employe, for the difference between a laborer's rate of pay and that of a signal helper's rate of pay or other higher applicable rates, if any, for all time worked in the Signal Storeroom at Tuscaloosa, Alabama, since February 18, 1944.

(b) Claim of Mr. Kelley Lackey, signal department employe, for the difference between a laborer's rate of pay and that of a signal helper's rate of pay for all time worked in the Signal Storeroom at Oakdale, Tennessee, since March 18, 1944.

EMPLOYEES' STATEMENT OF FACTS: At the time this dispute originated there were signal storerooms located at Tuscaloosa, Alabama, and Oakdale, Tennessee, where signal materials are stored and shipped to signal department employes as needed or required. These storerooms are used exclusively for signal department materials. Messrs. Skelton and Lackey were used by the carrier in these storerooms to handle signal material and this constitutes the preponderance of the work they perform. They perform incidental work, such as porter and clerical work in the signal storeroom, which requires only a small portion of their time.

Since this dispute originated, the storeroom at Oakdale, Tennessee, has been discontinued and the materials removed to Lexington, Kentucky, and position of signal helper was created there to do the work formerly performed at Oakdale, Tennessee, by Lackey while being paid the laborer's rate of pay.

There is an agreement between the parties to this dispute bearing effective date of April 1, 1942. The current rates of pay on this property are as follows:

"Rates of Pay—Rule 52:

	Rates Per Hour	
	Pro Rata	Time and One-Half
	Cents	Cents
Signalmen and Signal Maintainers.....	104.00	156.00
Leading Signalmen and Leading Signal Maintainers will be paid a differential of five (5) cents per hour.		

mitted during his spare time to overhaul and repair certain signal equipment, for which he was allowed the regular mechanic's rate of pay. This work was only occasional and was not sufficient to warrant the employment of a signalman at the storeroom. It has since been transferred to regular signalmen in the signal gang. Mr. Skelton has never been required or permitted to perform any signal work at the laborer's rate of pay, and the matter of permitting this man to perform signal work, allowing him the appropriate rate of pay for the time so utilized, is not an issue before the Board.

The carriers have shown that the claim is wholly without merit; that it has no support whatever in the rules of Signalmen's agreement; that the duties are of such character that no skill is required to perform them; that the men in question are not assigned to assist signal employees or to handle any material in connection with the work of signal employees; that the positions are properly classified and rated as laborer. For all of these reasons, respondent respectfully submits the claim should be denied.

OPINION OF BOARD: The facts of record disclose that claimants Skelton (a) and Lackey (b) were employees working in positions subject to the provisions of the Signalmen's Agreement and, among other duties, under the supervision of local signal supervisors, performed work in signal storerooms of handling, receiving, and shipping signal materials, identifying their duties under those circumstances as work covered by the scope of the involved agreement. Therefore, claims (a) and (b) should be sustained.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employee involved in this dispute are respectively carrier and employee 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 claims (a) and (b) will be sustained.

AWARD

Claims (a) and (b) sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson,
Secretary

Dated at Chicago, Illinois, this 11th day of January, 1946.