Award No. 8826

Docket No. SG-8340

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Norris C. Bakke, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY—Eastern Lines

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Atchison, Topeka and Santa Fe Railway Company that:

Signal Maintainer S. J. Lawyer be allowed the seven cents (7¢) per hour differential rate for CTC Maintainers for a 4 hour call, worked 3:15 A. M. to 5:15 A. M. October 4, 1953.

EMPLOYES' STATEMENT OF FACTS: Claimant S. J. Lawyer is regularly assigned to position of Signal Maintainer, with headquarters at Mulvane, Kansas. He has not been classed as a CTC Signal Maintainer.

On October 4, 1953, he was called at 3:15 A. M. to assist in clearing trouble on the CTC territory between Derby, Kansas, and Connell, Kansas and performed service until 5:15 A. M.

The territory between Derby and Connell is recognized as a CTC territory, and the Maintainer assigned to that territory is classified as a CTC Signal Maintainer.

In the revised agreement between the parties which became effective October 1, 1953, the classification of a CTC Signal Maintainer was added to Article I, and reads as follows:

> "CTC SIGNAL MAINTAINER: A Signal Maintainer assigned to a section, all or a part of which is included in a continuous CTC installation. Individual segregated remote control installations not included in a continuous CTC installation do not change the classification of a signal maintainer."

An hourly rate was established in the agreement of October 1, 1953, for classification of a CTC Signal Maintainer, which is 7¢ per hour higher than rate paid to Signalman, Signal Maintainer, and is covered under provisions of Article V, Section 1, of the agreement.

soever to the rate that shall be paid an employe who may be used to assist a CTC Signal Maintainer.

(4) Article II, Section 20-(a) provides that in order for an employe to receive a higher rate he must actually fill the place of another employe receiving a higher rate of pay.

(5) The Employes have failed to cite any Agreement rule which could possibly lend support to their claim.

The Carrier respectfully reasserts that the Employes' claim in the instant dispute is entirely without support under the agreement rules and should be denied for the reasons previously advanced herein.

All that is contained herein is either known or available to the Employes or their representatives.

OPINION OF BOARD: There seems to be no dispute as to the facts in this case. Claimant is regularly assigned to position of Signal Maintainer, with headquarters at Mulvane, Kansas. He has not been classified as a CTC Signal Maintainer. On October 4, 1953 he was called at 3:15 A. M. to assist in clearing trouble on the CTC territory between Derby, Kansas, and Connell, Kansas and rendered service until 5:15 A. M. The Maintainer on this territory is classified as a CTC Signal Maintainer and receives 7¢ an hour more than a Signal Maintainer, such as Claimant and as noted in the claim, it is for this additional 7¢ per hour.

Claimant relies on the following rule:

"ARTICLE I.—CLASSIFICATION.

"Section 6-(b)-CTC SIGNAL MAINTAINER: A signal maintainer **assigned** to a section, all or a part of which is included in a continuous CTC installation. Individual segregated remote control installations not included in a continuous CTC installation do not change the classification of a signal maintainer." (Emphasis supplied)

There seems to be no dispute about the converse of the rule viz., that a"continuous CTC installation" does change the classification of a signal maintainer to that of a CTC Signal Maintainer while working on continuous CTC installation.

The issue in this case is whether Claimant was "assigned" within the meaning of the rule.

Carrier's contention is that an employe who merely works two hours in assisting on CTC territory cannot be considered as having been "assigned" and was not called to "fill the place" of the CTC Signal Maintainer as required by Article II, Section 20-(a) which specifically provides that the higher rate of pay shall be paid.

Organization contends that the matter was discussed in conference and there it was agreed that rule Article I, Section 6-(b) did cover Claimant's case, but Carrier emphatically denies this.

With this irreconcilable conflict before us we must determine the meaning of the word "assigned" as used in the rule.

A look at our recent Awards 8762, 8778, 8812 will show that the word "assigned" has been given comprehensive treatment and indicates that it could with propriety be construed as contended for by the Organization in this case.

However, lest it be thought that this referee is relying upon himself as the authority we will use the language from Award 2670 which distinguishes between a volunteer and employe "assigned" to work, defining "assigned" to mean "appointed or designated under such circumstances as the employe is under a contractual obligation to comply."

Section 11-(a)-1 of Article II provides:

> "Employes assigned to * * * a territory shall notify the person designated by the Management where they may be called and shall respond promptly when called."

This is "a contractual obligation to comply."

When there is dispute about the meaning of a given word in an agreement we are obligated to look at the "four corners" of the agreement in an attempt to arrive at a meaning that is in harmony with the use of the same word in other sections of the agreement.

For example in Article II, Section 26-(e) we find the language

> "* * * and such types of other work * * * as may be **assigned** under this Agreement." (Emphasis supplied)

or Article III, Section 4-(a)

> "NOTE: The term **'regularly assigned'** as used in this Section 4-(a) will not include an employe filling a temporary vacancy." (Emphasis supplied)

or Article III, Section 8:

> "An employe **assigned** to temporary service * * *" (Emphasis supplied)

The above are enough to indicate that the Claimant was "assigned" within the meaning of Rule Section 6-(b) supra and is entitled to the 7¢ differential claimed.

We feel the Carrier violated the Agreement in denying the claim.

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 Employes involved in this dispute are respectively Carrier and Employes 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 the Carrier violated the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 15th day of May, 1959.