



Award No. 15576
Docket No. SG-15204

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Don Harr, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE BALTIMORE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Baltimore and Ohio Railroad Company that:

(a) The Carrier violated and continues to violate the Signalmen's Agreement, when Mr. H. H. Wise, a qualified Signalman, performs line work at the 8th period Assistant's rate of pay.

(b) Mr. Wise be allowed the difference between the Signalman's rate and what he received, commencing sixty (60) days prior to August 1, 1963, and continuing so long as this violation exists.

EMPLOYEES' STATEMENT OF FACTS: This claim is a result of the Carrier's action of requiring a qualified Signalman, one who had completed his training in the assistant class, to perform Signalman's work at the Assistant Signalman rate of pay.

The 1963 seniority roster shows that Claimant H. H. Wise had Assistant Signalman and Signalman seniority dates of June 22, 1951, and January 29, 1957, respectively, on the St. Louis Division East End Seniority District, and that he commenced working on the Ohio Division Seniority District in the Signalman class on October 27, 1959.

Some time after October 27, 1959, and because of force reductions, Claimant was unable to hold a Signalman position so he was reduced to an Assistant Signalman position and paid the 8th period assistant rate of pay.

Beginning on or about April 1, 1963, Claimant was required to perform the work of a Signalman, i.e., line work, in connection with the installation of a traffic control code line between Willard and Warwick, Ohio. He was paid at the top-rate (8th period) assistant rate of pay. (An assistant is the "apprentice" in the signalmen's craft, with eight pay rates applicable during the training period — Rules 5 and 49).

As Claimant was a qualified Signalman who had completed his training in the assistant class, the Local Chairman presented a claim on his behalf on August 2, 1963, asking that he be paid the Signalman rate of pay for performing Signalman's work.

OPINION OF BOARD: Claimant held seniority in the Signalmen's and Assistant Signalmen's classes on the St. Louis Division East End Seniority District. In connection with the installation of Centralized Traffic Control on the Akron Division, a bulletin was issued in accordance with Rule 40 of the Agreement for a signal construction gang. Carrier contends that Claimant had sufficient seniority only in the Assistant Signalmen's class and assigned Claimant one of the Assistant Signalman positions in the Akron Division construction gang. Claimant had completed his training in the assistant's class and was paid at the highest assistant's rate of pay.

The Employes' claim alleges a violation of the Agreement ". . . when Mr. H. H. Wise, a qualified Signalman, performs line work at the 8th period Assistant's rate of pay . . ." The claim is for the difference between the Signalman's rate and what Claimant was paid.

We believe that Employes' Exhibits 12, 13 and 14 support their position. These Exhibits are statements from Signalmen who worked with Claimant and they state Claimant worked pole for pole with them. If Claimant worked as a Signalman he was entitled to be paid Signalman wages. (See Award 517.)

We will sustain the Claim for the difference between what Claimant was paid and the Signalman's rate for each day Claimant worked on the Akron Division construction gang.

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

That the parties waived oral hearing;

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 Agreement was violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 19th day of May 1967.