Award No. 18598

Docket No. SG-19085

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

William M. Edgett, 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 the May 6, 1968 Agreement, when the members of the Signal Gang, Foreman C. A. Reel, headquarters Tiffin, Ohio, are not being furnished camp cars, dining facilities, lodging or meals and therefore are not being properly compensated in lieu thereof under the terms of the aforementioned Agreement.

(b) The following named members of this gang, their successors or any members added thereto, now be allowed payments for lodging and meal allowances provided for in Sections I-A-3, I-B-3 and I-B-4 of the Memorandum of Agreement dated May 6, 1968, for the period commencing 60 days prior to the date * of this letter and to continue until the violation is corrected.

C. A. Reel,	ID No. 1404554, residence Willard, Ohio, 29 miles from Tiffin.
S. R. Culler,	ID No. 1404523, residence Willard, Ohio, 29 miles from Tiffin.
W. D. Christensen,	ID No. 1205366, residence North Baltimore, Ohio, 28 miles from Tiffin.
J. F. Hagen,	ID No. 1500789, residence Hamler, Ohio, 47 miles from Tiffin.
C. M. Julien,	ID No. 1505259, residence North Baltimore, Ohio, 28 miles from Tiffin.
L. A. Baltzell,	ID No. 1505365, residence Tiffin, Ohio, hired new.
R. S. Ziegler,	ID No. 1505629, residence North Baltimore, Ohio, 28 miles from Tiffin.

* Date "of this letter" was September 4, 1969.

(Carrier's File: 2-SG-31)

Claim was made on August 29, 1969, that Rule 41 (e) was not applicable, but that the Carrier was violating the May 6, 1968, agreement (Addendum E at pp-86-89 of the current agreement), which embodies the provisions of Award 298 in the manner agreed-upon by the parties.

The Carrier declined such claim on the basis that it moved in establishing the Hamilton, Ohio, force fully in accordance with the provisions of Rule 41 (e).

The Hamilton, Ohio, claim is before the Third Division as a companion case, and will be handled separately.

The next confrontation came when the Carrier similarly had to establish a signal gang at Tiffin, Ohio, on another division (the Akron-Chicago Division) to do signal construction work. The signal gang was bulletined and awarded in accordance with applicable agreement rules, and the contention in that (the Tiffin) case was the same as that in the Hamilton, Ohio, case on the other division.

The Carrier's Labor Relations Department declined the Tiffin claim (the instant case) in letter of January 16, 1970, which is **Carrier's Exhibit 2.**

The history and development of the matter having been set forth, the Carrier will now proceed to outline and discuss its position in this case.

(Exhibits not reproduced.)

OPINION OF BOARD: This dispute involves the same parties, issues and Agreement as in Award No. 18596. For reasons stated in that Award the Claim is sustained as discussed in Opinion.

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, as discussed in Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1971.

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