

Award No. 18715
Docket No. SG-19220

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
THE ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Illinois Central Railroad Company:

On behalf of Foremen John Bereza, Fred B. Piper, Jr., and M. J. McMahon; Testman Harry Cornell; and other monthly-rated men involved, for a day's pay for Saturday, April 12, 1969, account Carrier deducted pay for that day from their monthly salary in violation of Rule 601 (d) of the Signalmen's Agreement.

[Carrier's File: 135-371-162 Spl., Case Nos. 246 Sig. and 247 Sig.]

EMPLOYES' STATEMENT OF FACTS: This dispute was handled as two separate claims on the property, both involving the same claim date and the same basic issue.

There is an agreement in effect between the parties to this dispute, bearing an effective date of August 1, 1958 which, as amended, is by reference thereto made a part of the record herein. Pertinent to the instant dispute is Rule 601 of that Agreement; it is quoted here for ready reference:

"RULE 601

(a) Foremen, testmen, and traveling maintainers shall be paid on a monthly basis.

(b) The assignment of monthly rated employees shall comprehend 211 hours per month. The straight time hourly rate for such employees shall be determined by dividing the monthly rate by the number of hours comprehended in such rate. Actual time worked or held for duty in excess of 211 hours in any calendar month will be paid for at the rate of time and one-half.

(c) Such employees shall be assigned one regular rest day per week, Sunday if possible. Rules applicable to other employees shall apply to service on such assigned rest day. Conditions heretofore applicable to such employees on Sunday hereafter apply to the sixth day of their work week. Ordinary maintenance or construction work

As indicated by the exchange of correspondence, the basic issue before this Board is whether or not Carrier violated the Signalmen's Agreement, particularly Rule 601 (d), when it made a deduction from the monthly salary for the Saturday in question, the sixth day of the work week.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: The Illinois Central was struck by the United Transportation Union on the evening of April 9, 1969. Picket lines were formed at this time and they were not removed until April 13, 1969. The claimants and most other Illinois Central employees honored these picket lines and refused to report for work.

This case concerns the deduction of pay for Saturday, April 12, 1969, from the monthly earnings of the claimants. Under the rules, the claimants are compensated on the basis of a monthly rate which contemplates two hundred eleven and two-thirds hours' work including five eight-hour days per week, all overtime performed after eight hours on these days, and service performed on the sixth day of the work week. The rules provide that no deduction will be made from this monthly rate unless the employee lays off on his own accord.

When the claimants voluntarily refused to work on April 10 and 11, 1969 (two of their regular work days), the company concluded that they would not report for service on the sixth work day. The company deducted the compensation for April 10, 11 and 12, 1969, from the claimants' monthly rate of pay. The union has not challenged the deduction of April 10 and 11, 1969.

The union contends that since the claimants frequently do not work on Saturday, the company was required to call them for service before making a deduction from their rate. Secondly, the union claims that the claimants were discriminated against because two monthly-rated employees on the Chicago Terminal were paid for the day.

The company contends that it would have been useless to call the claimants for service because they had already demonstrated their refusal to work while the picket lines were in existence. The claimants were not available for service on Saturday, April 12, 1969, and, therefore, the deduction was proper. The fact that two of the monthly-rated employees were paid is not determinative because one employee worked and the other was paid in error.

The issue in this case is whether the company was right in deducting pay for Saturday, April 12, 1969, from the monthly rates of the claimants.

The correspondence is attached as Company's Exhibit A.

(Exhibits not reproduced.)

OPINION OF BOARD: The Claimants were monthly rated signal employees. The Carrier was struck by the United Transportation Union on April 9, 1969. Picket lines were established and were not removed until April 13, 1969. Claimants did not work on Thursday and Friday, April 10 and 11. The contention is made that they laid off of their own accord on those days because of the strike by employees of another craft, but that on April 12, the sixth day of their work week, they did not lay off of their own accord and, therefore, the Carrier was obligated to pay them for April 12th under the provisions of Rule 601.

It is almost indisputable in Labor-Management relations that union employees do not cross picket lines. The Claimants herein did not cross the picket lines on April 10 and April 11, and with the picket lines still in existence on April 12, it is almost a certainty that they would not have crossed the picket lines on that date and would not have been available if their services had been required by the Carrier on Saturday, April 12, on which date the Carrier, under ordinary conditions, could have required the performance of certain types of work without additional compensation.

Under the facts as they existed, we do not consider that the Claimants are on good grounds in contending that they laid off of their own accord on April 10 and April 11 but did not do so on April 12. Neither can we find the Carrier in violation of the agreement in declining to compensate the Claimants for April 12. The claim will, therefore, be denied.

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 Employees involved in this dispute are respectively Carrier and Employees 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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 30th day of September 1971.