

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number 21098
Docket Number **SG-21152**

Joseph A. Sickles, Referee

(Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE: (

(Chicago and North Western Transportation Company

STATEMENT OF CLAIM: Claims of the System **Committee** of the Brotherhood of Railroad Signalman **on** the Chicago and North Western **Transportation** company:

Claim No. 1:

S-85 (A) The Carrier violated **and** continues to violate the current **Signalmen's Agreement** bearing effective date of **June 1, 1951**, particularly rules two (2) and three (3) **working** en Asst. Signal Maintainer under the direct supervision of **a** Leading Signal Maintainer.

(b) Carrier **now** be required to **pay** the signal maintainer **rate** of **pay** to the Asst. Signal **Maintainer** who **was** used to work directly with end under the supervision of the **Leading Signal Maintainer at** Butler, **Wis.**, starting 60 days prior to the date of this claim **and** until **this** violation **is** corrected.

Claim No. 2:

S-86 (A) **The** Carrier violated end continues to violate the current **Signalman's Agreement** bearing **effective date** of June 1, 1951, **particular** rules two (2) and three (3) by **working** en **Asst. Signal** Maintainer under the direct **supervision** of a Leading Signal Maintainer.

(b) **Carrier now** be required to **pay** the **signal maintainer** rate of pay to the Asst. Signal **Maintainer** who **was** used to work directly with **and under** the supervision of the **Leading** Signal Maintainer at **St. Francis, Wis.** starting 60 days prior to the date of this claim end until this violation is corrected.

Claim No. 3:

S-87 (A) The carrier violated end continues to violate the current **Signalman's Agreement** bearing effective date of June 1, 1951, particular rules **two** (2) and three (3) by working an **Asst. Signal** Maintainer under the direct supervision of **a** Leading **Signal** Maintainer.

(b) Carrier **now** be required to **pay** the signal maintainer rate of **pay** to the Asst. Signal Maintainer **who was** used to **work** directly with end under the supervision of the **Leading Signal** Maintainer at **Racine, Wisconsin**, starting 60 days prior to the date of this claim end until this violation is corrected.

(Carrier's file: 79-8-166)

OPINION OF BOARD: This dispute presents claims to the Board which are the same, in concept, as the one presented in Award 21097.

We **have** considered the factual circumstances and assertions and defenses in both disputes, and we feel that our disposition in Award 21097 is equally applicable here.

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 claim be **dismissed** for failure of proof,

A W A R D

Claim **dismissed**.

NATIONAL RAILROAD ADJUSTMENT **BOARD**
By Order of Third Division

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this 14th **day** of June 1976.