

Award No. 4273

Docket No. SG-4300

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
SEABOARD AIR LINE RAILROAD COMPANY**

STATEMENT OF CLAIM: (a) Claim of the Brotherhood that the Carrier violated its agreement with this organization when, on September 1, 1945, it cancelled by unilateral decree, Supplement Number One to the current working agreement.

(b) That Mr. F. C. Parham, the senior Assistant entitled to promotion, be paid at the prevailing Signal Maintainer's rate of pay (less actual wages received as an Assistant during the period involved in this claim) for each day from September 1, 1945, to June 19, 1946, that a person not covered by the Signalmen's Agreement performed compensated service covered by Supplement Number One to the current Signalmen's Agreement.

EMPLOYEES' STATEMENT OF FACTS: There is an agreement in effect between the parties to this dispute bearing effective date of December 16, 1942, as to rules and request is made that by reference it be made a part of the record in this dispute.

When the above mentioned agreement was consummated, a Supplement was negotiated to the agreement and it was designated as "Supplement Number One to the agreement effective December 16, 1942."

For ready reference, we are quoting this Supplemental Agreement:

**"SUPPLEMENT NUMBER ONE TO AGREEMENT EFFECTIVE
DEC. 16, 1942.**

It is agreed that where assignments of positions now in effect contemplate the performance by signal employees of telephone work and vice-versa, it will be continued, but no similar assignments will be made in the future.

Signed at Norfolk, Va., this 2nd day of Dec., 1942.

**FOR THE BROTHERHOOD OF RAILWAY SIGNALMEN
OF AMERICA**

H. J. Edge (s)
(General Chairman)

FOR THE SEABOARD AIR LINE RAILWAY
J. C. Wroten (s)
(General Manager)."

Under the provisions of Supplement Number One, the Signal Maintainer assigned to the territory between Norlina, N. C., and Portsmouth, Va., a

Norlina, N. C. and Portsmouth, Va., from September 1, 1945 until June 19, 1946 in addition to the work of maintaining telephones between Henderson, N. C. and Richmond, Va., a signal maintainer was still employed during this entire period of time to perform the signal work between Norlina, N. C. and Portsmouth, Va. Since the portion of the railroad involved in this dispute is only a branch line, there was very little telephone maintenance work to be performed, and from September 1, 1945 until June 19, 1946, the telephone maintainer only performed telephone maintenance work between those points on the days indicated by the following tabulation:

Sept.	1945	—	5 days
Oct.	1945	—	9 "
Nov.	1945	—	13 "
Dec.	1945	—	11 "
Jan.	1946	—	9 "
Feb.	1946	—	6 "
March	1946	—	10 "
April	1946	—	6 "
May	1946	—	14 "
June	1946	—	4 "

The above tabulation was made from a daily work report record and is hereby certified as being correct by the telephone maintainer who made the report:

"Norlina, N. C.
July 1, 1948

TO WHOM IT MAY CONCERN:

I hereby certify that I was assigned as telephone maintainer Richmond to Henderson and Norlina to Portsmouth from September 1, 1945 until June 19, 1946, and further, that I have checked the work report for that period of time and hereby certify that I worked only between Norlina and Portsmouth a total of 87 days during that period. I further certify that during that period of time I did not work between Norlina and Portsmouth on Sundays or holidays.

(s) G. C. Inge
Telephone Maintainer."

The carrier stands ready and willing to allow the claim that is now before the Adjustment Board for decision.

OPINION OF BOARD: The docket discloses that the Carrier cancelled Supplement No. 1 to the current Agreement between the parties, which action deprived a signal maintainer of work to which he was entitled under the terms of said Supplement.

Claimant F. C. Parham, senior assistant maintainer, entitled to promotion, should be paid 72 cents per day, which is the difference between what he received as assistant signal maintainer and what he should have received at signal maintainer's rate, for the 244 working days between September 1, 1945, and June 19, 1946, amounting to \$175.68.

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

That both parties to this dispute waived hearing thereon;

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 claimant shall be paid the difference between what he received as assistant signal maintainer and what he should have received at signal maintainer's rate, i.e., 72 cents per day for 244 days, or \$175.68.

AWARD

Claim sustained in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 17th day of January, 1949.