

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Bill Heskett, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Railway Company that:

(a) The Carrier violated the current Signalmen's Agreement when it divided the employees assigned to Camp Crew No. 1, Northwestern Seniority District, and did not compensate them the Leading Signalman rate of pay.

(b) The Carrier now pay the following employees the difference between the Signalman's rate of pay and Leading Signalman's rate of pay on the days they were divided from their regularly assigned crew:

M. A. Farber	Signalman	September 30, 1964	8 hours
M. A. Farber	Signalman	October 20, 1964	8 hours
M. A. Farber	Signalman	October 21, 1964	8 hours
R. W. Hill	Signalman	October 16, 1964	8 hours
R. W. Hill	Signalman	October 30, 1964	8 hours
V. Davis	Signalman	October 26, 1964	5 hours
V. Davis	Signalman	October 29, 1964	8 hours

EMPLOYEES' STATEMENT OF FACTS: This dispute resulted when on seven (7) different days in September and October, 1964, Carrier divided the employees regularly assigned to Camp Crew No. 1 and required one to work away from the crew without paying him at the Leading Signalman rate.

On those days, Camp Crew No. 1 was headquartered in Camp Cars located at Ashippun, Wisconsin, and engaged in digging holes, setting poles and associated pole line work in the vicinity.

On September 30, October 20 and 21, Signalman M. A. Farber was taken from the crew and required to work with and under the supervision

that for temporary periods a crew or gang may be divided into divisions of one or more employes to work at different points not under the direct supervision of the gang foreman, provided at least one employe in each division is compensated at rate applicable to position of gang foreman or leading signalman, and further provided that such employes will be compensated in accordance with Rule 19."

During the handling of this claim on the property, the General Chairman stated that it had been the practice to allow a signalman from a camp crew the leading signalman's rate when he was working away from his crew as on the dates of claims. However, in the same conference, the carrier's Signal Engineer stated that this same situation arises almost daily at some point on the railroad, and the leading signalman rate is not paid a signalman not working in the immediate vicinity of the rest of his crew. Subsequent investigation revealed that the leading signalman's rate has not been paid under circumstances similar to those involved in the present case on the Northwestern District nor on any other seniority district. This information indicates that crews have worked at different locations during their regular tour of duty with a common headquarters, and the leading signalman's rate has not been paid to one of the employes working at a different location during the day, as claimed in the present case. The leading signalman's rate has been paid in cases where in emergency it was necessary to split the crew and some of the men were not able to return to the camp cars and were not working under the supervision of the crew leader. However, as pointed out above, those are not the circumstances in the present case. On each date, the claimants began and ended their tour of duty at the camp cars. The distances between the points at which the claimants worked on the dates of claims, and Ashippun, where the balance of the crew was located, ranged from 4.8 miles to 38 miles, as indicated in the table above.

The only time the leading signalman rate has been paid a signalman who is separated from his camp crew on the Northwestern Seniority District has been when a signal maintainer at an interlocking plant or on some other territory has needed help due to severe weather conditions during the winter, or following a bad storm, and the signalman sent to help him was not able to tie up at the same point as his crew each night. On the other seniority districts, no situation has arisen in which a signalman from a camp crew has been allowed the leading signalman's rate on the basis of Rule 20(b).

It should be noted that Camp Crew No. 1 works only five hours on Monday and Friday instead of eight, and make up these six hours during the week, so that they can make week end trips to their homes. This is the reason for the claim for five hours on Monday, October 26, 1964. However, claims on October 16 and 30 for eight hours are for more hours than the claimants actually worked, and should be for only five hours.

The claims have been denied.

OPINION OF BOARD: Claimants were assigned to Camp Crew No. 1 and each on specified dates were required to work away from the crew for which purpose said crew had been divided by Carrier into groups of one or more employes to work at different points under the direct supervision

of a Leading Maintainer who was not the gang foreman or in any way associated with said crew.

The Organization contends that Carrier violated Rule 20(b) of the current agreement when it refused to compensate Claimants according to the rates therein prescribed.

Carrier alleged but failed to establish that there was a practice on the property which was contrary to the interpretation of the Organization.

Carrier further contended that Rule 20(b), as interpreted by the Organization, would be in hopeless conflict with Rule 2(a) of the agreement. The portion of Rule 2(a) upon which Carrier relies for this contention reads as follows:

" * * * Signalmen may work alone when assigned to specific duties. * * *." (Emphasis ours.)

With Carrier's contention, we cannot agree. The clear import of Rule 2(a) allows the signalmen to work alone only when "assigned" to specific duties, which was not the case here. On the other hand, the provision upon which the Organization relies, Rule 20(b), deals with signalmen assigned to "crews or gangs."

Under Rule 20(b) and under the conditions established by the Organization in this claim, signalmen "assigned" to a crew are to be compensated at the rates prescribed in said rule.

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 Carrier violated the Agreement.

AWARD

Claim sustained.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of October 1967.

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