



Award No. 18597

Docket No. SG-19082

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 members of the signal gang, Foreman G. E. Clayton, 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 on this date, their successors or any members added thereto now be allowed payments for lodging and meal allowance 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 July 7, 1969 and to continue until the violation is corrected.

G. E. Clayton, ID No. 1681095, residence Sidney, Ohio,
73 miles from Hamilton.
D. L. Johnson, ID No. 1206804, residence Deshler, Ohio,
144 miles from Hamilton.
W. R. Stevens, ID No. 1652438, residence Liberty, Ind.,
35 miles from Hamilton.
R. G. Kritzer, ID No. 1502118, residence Sidney, Ohio,
73 miles from Hamilton.
V. L. Jacques, ID No. 1505564, residence Sidney, Ohio,
73 miles from Hamilton.
E. O. VanDeBussche, ID No. 1502505, residence Deshler, Ohio,
144 miles from Hamilton.
W. S. Baird, ID No. 1500429, residence Centerville, Ohio,
34 miles from Hamilton.
R. P. Roe, ID No. 1504572, residence Dayton, Ohio,
45 miles from Hamilton.
E. P. Wyatt, ID No. 1505866, residence Hamilton, Ohio.

(Carrier's File: 2-SG-30)

applicable at Hamilton, Ohio. Stated otherwise, Hamilton, Ohio, is a point at which if a signal force is established, the employees (account not being in camp cars) must be paid the \$3.00 per calendar working day arbitrary.

Prior to establishing the signal gang with headquarters at Hamilton, Ohio, to do the interlocking extension work there, the positions for the gang were bulletined and awarded in accordance with applicable rules, and as soon as the men awarded such positions began work on them, the Carrier forthwith began payment of the \$3.00 per calendar working day to the employees who had bid from positions more than 25 miles from Hamilton.

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 the instant claim and a claim involving Tiffin, Ohio, is being appealed to the Third Division as a companion claim.

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 Hamilton 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 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 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.