

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 33318
Docket No. SG-32473
98-3-95-3-286**

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(St. Lawrence & Atlantic Railroad Company**

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the St. Lawrence & Atlantic Railroad Company:

Claim to require amendment of the current Signalmen’s Agreement to provide for compensation and benefits in accordance with the terms of the agreement between Carrier and the United Transportation Union dated June 11, 1994, account Carrier violated the current Signalmen’s Agreement, particularly Article IV of the July 30, 1993 agreement, when it denied the Brotherhood’s request to amend the Agreement through application of Article IV. General Chairman’s File No. 94-46-SLA. BRS File Case No. 9622-StL&A.”

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

Article IV of the parties' May 19, 1989 Agreement is a "me too" provision:

"ARTICLE IV - EQUITY CONSIDERATIONS

In the event that an agreement is reached with another Union which contains provisions for bonus payments, wage increases, lump sum payments, Cost-of-Living Adjustments or other benefits in excess of those provided by this Agreement, the St. Lawrence & Atlantic will, upon request from the General Chairman signatory to this Agreement, apply such wage, rule and/or benefit provisions to the employees covered by this agreement provided, however, that any offsetting considerations (or equivalent offsetting considerations if appropriate) agreed to by such other Union in return for the wage and/or benefit provisions, will likewise be applied to the employees covered by this Agreement."

In an Agreement dated July 5, 1993, the parties agreed to wage increases of \$.40 per hour effective May 19, 1993 and May 19, 1994 and \$.50 per hour effective May 19, 1995.

Negotiations between the UTU and the Carrier resulted in an Agreement dated June 11, 1994, whereby the UTU agreed that the Carrier's trains would operate without Brakemen, thereby reducing the crew from three to two (an Engineer and a Conductor). In exchange for the reduced crew level, the Carrier "bought out" the Brakemen's position. According to the Carrier:

"... Under the current UTU contract, it was agreed that the UTU would relinquish all rights to the third crew members position. The eight dollar per day disparity is payment for this position."

Initially, the claim encompassed increases in health and welfare benefits given to the UTU employees which apparently have been passed on to the Signalmen and are not in dispute before this Board. The remaining dispute is the Signalmen's claim for wage increases.

The Signalmen invoked the "me too" provisions of Article IV to increase the hourly pay of the covered Signalmen. That position has merit.

The Carrier argues that the Signalmen and UTU Agreements are not comparable in the crew consist area in that only the UTU Agreement provided for minimum manning. According to the Carrier, Article IV of the Signalmen's Agreement does not apply. We disagree. The distinction pointed out by the Carrier does not limit the operation of the "me too" provisions of Article IV of the Signalmen's Agreement.

As negotiated, Article IV is a quite broad "me too" provision. The Carrier broadly obligated itself with respect to "bonus payments, wage increases, lump sum payments, Cost-of-Living Adjustments or other benefits in excess of those provided by this Agreement" to "apply such wage, rule and/or benefit provisions to the employees covered by this agreement". No matter how one categorizes the additional compensation given to the UTU employees for the buy out of the Brakemen's position, because the Carrier agreed in Article IV of the Signalmen's Agreement that it would "apply such wage, rule and/or benefit provisions to the employees covered by this agreement", the additional remuneration given to the UTU employees amounted to "bonus payments, wage increases, lump sum payments, Cost-of-Living Adjustments or other benefits" which, under Article IV of the Signalmen's Agreement, must be passed on to the Signalmen.

The Carrier points to the final language in Article IV ["provided, however, that any offsetting considerations (or equivalent offsetting considerations if appropriate) agreed to by such other Union in return for the wage and/or benefit provisions, will likewise be applied to the employees covered by this Agreement"] as supportive of its position. That language does not change the Carrier's obligations to pass on increases to the Signalmen which were given to the UTU employees. The UTU agreed to reduce the crew level. That reduction is arguably an "offsetting consideration". How that "will likewise be applied" to the Signalmen, if at all, is mere speculation at this time and we express no opinion on that question. All we are faced with at this time is that the Carrier granted increased remuneration to the UTU employees. Article IV obligated it to do the same for the Signalmen.

The claim shall be sustained and the covered Signalmen shall be made whole in all respects.

Form 1
Page 4

Award No. 33318
Docket No. SG-32473
98-3-95-3-286

AWARD

Claim sustained.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

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

Dated at Chicago, Illinois, this 17th day of May 1999.