

PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees)

and

St. Louis Southwestern Railway Company

) Case No. 84

) Award No. 85

STATEMENT OF CLAIM:

1. The Carrier violated the effective Agreement between the Carrier and the Brotherhood of Maintenance of Way Employees when it failed and refused to compensate Assistant Bridge Foreman R. L. Crutchfield at Assistant Carpenter Foreman's rate and Bridgemen L. T. Quarles, Calvin Wolfe, Archie Allison and Clyde Nowlin at carpenter's rate of pay for three day's carpenter work performed on Station at Stuttgart, Arkansas, beginning on or about July 15, 1963.

2. The Carrier violated the effective Agreement between the Carrier and the Brotherhood of Maintenance of Way Employees when it failed and refused to compensate two employees off B&B Gang No. 3 at carpenter's rate of pay for two days' carpenter work they performed on depot at Brinkley, Arkansas, during the first week of July, 1963, or thereabout.

3. The Carrier shall be required to pay Assistant Bridge Foreman Crutchfield the difference in what he received at Assistant Bridge foreman's rate and what he should have received as Assistant carpenter foreman's rate; and bridgemen L. T. Quarles, Calvin Wolfe, Archie Allison and Clyde Nowlin, the difference between bridgeman No. 1 and No. 2 rate of pay they received and what they should have been paid as carpenters No. 1 for three days' work beginning on or about July 15, 1963, while performing carpenter work on station at Stuttgart, Arkansas.

4. The Carrier shall be required to pay two employees off B&B Gang No. 3, the difference in what they received as bridgemen No. 1 and what they should have received as carpenters No. 1, for two days' work performed on Depot at Brinkley, Arkansas, during the first week of July, 1963, or thereabouts.

FINDINGS:

Upon the whole record and all the evidence, after hearing, the Board finds that the parties herein are Carrier and employee

within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted by agreement and has jurisdiction of the parties and of the subject matter.

This case is remanded back to the parties for a joint check for the reason given in the Findings in Case No. 83 resulting in Award No. 84.

AWARD:

Claim disposed of in accordance with Findings.

/s/ Thomas C. Begley
Thomas C. Begley, Chairman

/s/ A. J. Cunningham
A. J. Cunningham, Employee Member

/s/ M. L. Erwin
M. L. Erwin, Carrier Member

Issued at Cleveland, Ohio
this 3rd day of April, 1968.