NATIONAL RAILROAD ADJUSTMENT BOARD

FIRST DIVISION

39 South La Salle Street, Chicago 3, Illinois
With Referee Thomas C. Begley

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD TRAINMEN

THE AHNAPEE AND WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: “Time claims of Conductor N. Hirn and crew for two days pay, in addition to other compensation earned, June 2, 1947 and various subsequent dates up to and including July 26, 1947, account being required to start another trip after returning to their designated terminal twice during their tour of duty on each date in question and similar claims of Conductor G. W. Moore and crew for June 14, 1947.”

EMPLOYEES’ STATEMENT OF FACTS: The Ahnapee & Western Railway extends from Sturgeon Bay, Wisconsin to Casco Junction, Wisconsin, a distance of 35 miles. Sturgeon Bay was designated home terminal prior to June 1st, 1947.

Effective 12:01 A.M., June 1, 1947 Sawyer, Wisconsin was designated as the home terminal for the claimant crews. Sawyer is a designated station, one mile south of Sturgeon Bay. On the dates in question, the claimant crews went on duty at Sawyer, Wisconsin. They then went to Sturgeon Bay, where they did the local switching and then proceeded southward through Sawyer, their designated home terminal, to Casco Junction. Casco Junction is the southernmost point on the railroad and is the point where the claimant crews were turned and would start their trip back to Sawyer.

Upon arrival at Sawyer, the crews were not tied up but were required to run through their home terminal to Sturgeon Bay. After arrival at Sturgeon Bay, the claimant crews then returned to Sawyer where they were relieved. Claims for an additional day’s pay were filed for each time the crew worked through or were run through their home terminal.

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<th>Sawyer</th>
<th>Sturgeon Bay</th>
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<td>Casco Jct.</td>
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For clarification, the committee wishes to state that before June 1st, 1947 crews operated from Sturgeon Bay to Casco Jct. and return. Effective June 1, 1947, the home terminal was changed from Sturgeon Bay to Sawyer, but the Carrier continued to operate the crews the same as though Sturgeon Bay was still the home terminal.
This case was handled with the Carrier's management and claims were declined. No reasons given for declination. In conference with Carrier, the management contended that the agreement of July 28, 1947, which permitted them to operate a crew in and out of their home terminal was applicable June 1, 1947, 58 days before the agreement was consummated. What actually happened was that the Carrier changed the home terminal and found they had erred. They then wanted relief and this was obtained by an agreement effective July 28, 1947.

**POSITION OF EMPLOYEES: ARTICLE XI Beginning and Ending of Day.**

(b) Trainmen in pool or irregular freight service may be called to make short trips and turn-arounds with the understanding that one or more turn around trips may be started out of the same terminal and paid actual miles with a minimum of 100 miles for a day, provided, (1) that the mileage of all the trips does not exceed 100 miles, (2) that the distance run from the terminal to the turning point does not exceed 25 miles, and (3) that trainmen shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day subject to the first—in first—out rule or practice.

**ARTICLE XIX.—Automatic Release and Tied up Between Terminals.**

(a) Trainmen arriving at terminals or end of run are automatically released; when used again, they begin a new day.

It is the position of the employes that the arbitrary action of the Carrier in requiring crews to run in and out of their home terminal, did not in any way invalidate the rule. Casco Junction is 34 miles from Sawyer, so consequently when the crews arrived at Sawyer, it was improper, under Article XI (b) to operate the crew through Sawyer, their home terminal, to Sturgeon Bay and then back to Sawyer.

The employes further contend that Article XIX (a) fully supports the claims because, without reservation, or without exception, under Article XIX (a) crews arriving at a terminal are either automatically released or they start a new day when used again.

The Board's attention is directed to Awards 45, 981, 2136, 2272, 2340, 2626, 3032, 3223, 2547, 3548, 3846, 5110, 5664, 10425 which are in keeping with the position of the employes.

All facts and supporting data have been discussed with the Carrier's representatives or handled with them in correspondence.

**CARRIER'S STATEMENT OF FACTS:** The facts, as the Carrier believes them to be are as follows:

1. The Ahnapee and Western Railway Company is an independently owned and operated Short Line Railroad. Prior to June 1, 1947 it was a wholly owned subsidiary of the Green Bay & Western Railroad Company, and all trains were operated from their home terminal, Green Bay, Wisconsin under a joint arrangement over the Kewaunee, Green Bay & Western, Green Bay to Casco Junction, thence over the Ahnapee and Western Railway, Casco Junction to Sturgeon Bay and returned to Green Bay.

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<tr>
<th>Green Bay</th>
<th>Casco Junction</th>
<th>Sturgeon Bay</th>
<th>Green Bay</th>
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<tr>
<td>X</td>
<td>Over KGB&amp;W</td>
<td>X over A&amp;W</td>
<td>X and returned to X</td>
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2. On June 1, 1947 the Ahnapee and Western Railway Company was sold by Green Bay & Western Railroad Company to Mr. V. M. Bushman and
associates, which necessitated the new owners to designate a home terminal, which they did on May 31, 1947 by issuing a bulletin reading as follows:

“All Train and Enginemen:

Effective 12:01 A.M., June 1, 1947, Sawyer Wisconsin will be designated as home terminal.”

SIGNED—V. M. Bushman, President

3. On May 28, 1947 a bulletin was issued by the Green Bay & Western System lines reading as follows:

GREEN BAY AND WESTERN RAILWAY COMPANY
KEWAUNEE, GREEN BAY AND WESTERN RAILROAD COMPANY
THE AHNAPEE AND WESTERN RAILWAY COMPANY

Bulletin No. 476
Green Bay, Wisconsin
May 28, 1947

“All Employes:"

“Effective 12:01 A.M., June 1, 1947, The Green Bay and Western Railroad Company will cease to own, control and operate the Ahnapee and Western Railway Company.”

“All employees now having assignments and/or holding seniority on the Ahnapee and Western Railway Company may apply for a leave of absence from the Green Bay and Western Railroad Company, or the Kewaunee, Green Bay and Western Railroad Company, as the case may be, for a period of sixty days, beginning at 11:59 P.M., May 31, 1947, and ending at 11:59 P.M., July 31, 1947, for the purpose of determining whether or not they desire to remain as a permanent employe of the Ahnapee and Western Railway Company, or whether they wish to continue their connection with the Green Bay and Western-Kewaunee, Green Bay and Western Railroad Companies, and place themselves where their seniority entitles them, subject to the working agreement of the craft involved. Application for such leaves of absence will be received up to and including Friday, June 6, 1947.”

“Effective 12:01 A.M., June 1, 1947, all existing tracks, and any hereafter constructed, located North of the Kewaunee, Green Bay and Western main track, within the yard limits of Casco Junction, will be used jointly by the Kewaunee, Green Bay and Western Railroad and the Ahnapee and Western Railway Company.”

F. S. Halladay
Chief Engineer

E. V. Johnson
General Superintendent
Transportation—Mechanical

Copy to all officers.

4. Under Green Bay and Western Railroad ownership:

(a) Enginemen held system rights A&W-KGB&W-GB&W

(b) Trainmen joint rights on A&W-KGB&W, but not on GB&W
5. Beginning with operations of Ahnapee and Western trains under new ownership June 2, 1947, train orders have and are continuously reading:

"Run extra Sawyer to Sturgeon Bay, Sturgeon Bay to Casco Junction, and return Casco Junction to Sturgeon Bay, Sturgeon Bay to Sawyer."

6. Subsequently to June 2, 1947 the operating crafts began negotiations to dispose of the problem of dual seniority, which culminated with a satisfactory agreement dated July 8, 1947 among its conditions was that train service crafts be permitted, until July 31st, to exercise such bidding and bumping privileges as will enable any man desiring to and holding the required seniority to become a permanent employe of the Ahnapee and Western Railway Company, and immediately thereafter there shall be furnished all parties concerned and agreed upon a list of permanent Ahnapee and Western employees.

7. None of the trainmen involved in this Ex Parte Submission exercised bidding privileges and after July 31, 1947, they became exclusive Kewaunee, Green Bay and Western Railroad employees.

8. On July 11, 1947, Mr. M. O. Warren, General Chairman of the Brotherhood of Railroad Trainmen, forwarded the following letter:

Green Bay, Wisconsin
July 11, 1947

"Mr. V. M. Bushman, President
Ahnapee and Western Railway
127 Main Street
Green Bay, Wisconsin

"Dear Sir:

"Enclosed are several time claims which the committee believe to be in line with the existing agreement on your property which has been violated."

"1. Deadhead claim of Brakeman R. Nagel on June 14, 1947 0 to 57 and 57 to 0 to relieve N. Hirn account sons wedding. Violation Article XVIII."

"2. Deadhead claim of H. S. Roubal June 30, 0 to 57 and June 31, 57 to 0. Violation Article XVIII."

"3. The following claims are the result of violation of Article XIX, Paragraph (a). On the following days, claims of 100 miles at start of day running crew Sawyer to Sturgeon Bay and return to Sawyer where Article XIX they are automatically released. The trip Sawyer to Casco Jct. and return to Sawyer has been paid. On their arrival at Sawyer from Casco Jct. they are again automatically released and start a new day when you run them Sawyer to Sturgeon Bay and return to Sawyer where they tie up at night at their home terminal which was named by you in your bulletin of May 31, 1947.

In favor of N. Hirn, George Moore, A. K. Hirn, the following dates:

June 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 18, 19, 20, 21, July 2.

On June 14, 23, 24, 25, 26, 27, 28, in favor of N. Hirn, George Moore, R. Nagel."
On June 30 in favor of N. Hirt, George Moore, H. S. Roubal.

Time slips will be presented to cover the above claims within a few days. Also claims made after July 2, 1947 to the date of settlement."

"Would appreciate you setting a date when conference can be held between you and our committee preferable in the evening to settle the above mentioned cases.

Respectfully yours,

SIGNED: M. O. Warren
Chairman General Committee"

9. On July 12, 1947 the following letter was sent in reply to No. 8.

Green Bay, Wisconsin
July 12, 1947

"Mr. M. O. Warren
General Chairman
Brotherhood of Railroad Trainmen
Milner Hotel
Green Bay, Wisconsin

"Dear Sir:

"This will acknowledge receipt of your letter July 11th in which you have outlined that you will file claims covering alleged violation of Article XIX paragraph (a) of the Agreement."

"We wish to point out that the operations of our train, under train order, reads:

ENG-Run extra Sawyer to Sturgeon Bay, Sturgeon Bay to Casco Junction, and return Casco Junction to Sturgeon Bay, Sturgeon Bay to Sawyer."

"Under the above, Sawyer is the initial and final terminal. On the way going and on the return, Sawyer becomes an intermediate station. Therefore, the claims as outlined, when presented, would be illegal and not in violation of the agreement. We, therefore, could not honor same. If it is still your desire to arrange a conference after receipt of this letter, we will be very happy to meet with you at any evening agreeable to all concerned. Upon receipt of your letter requesting the meeting, if still necessary, we will be glad to advise you an evening when we will be available for such meeting."

Very truly yours,

THE AHNAPEE AND WESTERN RAILWAY CO.
Signed: V. M. Bushman
President

10. On July 18, 1947, Carrier received the following letter:

"Mr. V. M. Bushman, President
Ahnapee and Western Railway
127 Main Street
Green Bay, Wisconsin

"Dear Sir:

"This is to advise you, that the undersigned men will not protect the work on your run now operating between Sturgeon Bay to
Casco Junction and return to Sturgeon Bay after Saturday night, July 19, 1947."

Respectfully yours,

Signed:  N. F. Hirn, Conductor
G. W. Moore, Brakeman
H. C. Burmeister, Engineer

11. On July 19, 1947, Mr. M. O. Warren, General Chairman, Brotherhood of Railroad Trainmen requested a meeting for that evening to discuss letter sent by train crew July 17, 1947, which was granted. At that meeting Mr. Warren requested that Carrier ignore letter dated July 17th and signed by N. F. Hirn, G. W. Moore and H. C. Burmeister, and that these men would work as required to protect the trains as run. He further stated that the reason for the letter, was because of the fact, that the train and enginemen felt that they should have a guaranteed six day a week train operation. There was much discussion and finally President Bushman of Carrier asked Mr. Warren if Carrier agreed to make a guaranteed operation of six days a week, for an unassigned switch run, Sawyer to Sturgeon Bay, Sturgeon Bay to Casco Junction and return to Sturgeon Bay; thence to Sawyer, exclusive of legal holidays, if an agreement could be consummated with following provisions:

1. That the switch run, as indicated above, could be operated in and out of all terminals as required without any penalty on the basis of eight hours straight time, time and a half, for any time in excess thereto, regardless of miles run.

2. That on legal holidays or Sundays, if necessary to operate the switch run, it would be protected on the basis of the regular pay and conditions applicable during weekdays.

3. That the one hour check out time given to the conductor, which is not specifically shown in the agreement, be discontinued.

This meeting adjourned with Mr. Warren advising that consideration would be given and Carrier would be advised in immediate future.

12. Further meetings followed culminating with an agreement dated July 28, 1947, signed by Carrier and all crafts, reading as follows:

"It is agreed between the various crafts hereinafter named and The Ahnapee and Western Railway Company, that the various agreements existing between the crafts be modified so as to provide the following:

1. That the Ahnapee & Western Railway will operate one train daily, except Sundays or legal holidays, as an unassigned switch run, between such points as may be decided each day.

2. If through an Act of Providence, or any circumstances over which the company has no control, it is impossible to perform service, or if employees lay off on their own accord, guarantee does not apply.

3. That the switch run as indicated above can be operated in and out of terminal each day, as many times as may be required without any penalties, or the basis of 8 hours straight time, time and a half for overtime, regardless of miles run.

4. That the rate of pay for the operation of said switch run will be the rate applicable in the agreement for local or way freight service."
5. In event service is required on legal holidays or Sundays, the regular crew will have preference, and train operated on same conditions as applicable to week days.

6. The legal holidays herein named, shall be, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas (provided that when any of the above holidays fall on Sunday, the day observed by the State, National or by Proclamation shall be considered a holiday), and on any other holidays established by State or Nation.

7. That the one hour check out time given to the conductor in the past, and not specified in the agreement, be discontinued.

8. This agreement shall remain in effect for a period of one year, but may during that time be abrogated upon 30 days written notice of either party hereto.

13. On August 23rd, 1947, Carrier forwarded the following letter confirming a meeting held August 19, 1947:

Green Bay, Wisconsin
August 23, 1947

"Mr. M. O. Warren, Chairman
Brotherhood of Railroad Trainmen
422 South Monroe Street
Green Bay, Wisconsin

"Dear Mr. Warren:

"This refers to conference held in my office on August 19, 1947, regarding time slips presented by Mr. N. F. Hirn, G. W. Moore, A. K. Hirn, R. Nagel, C. N. Hirn and H. S. Roubal requesting additional days pay because they contend that our trains were operated through a terminal."

"The Ahnapee and Western Railway Company, as you know, was sold on June 1, 1947, and after that date ceased from becoming a wholly owned subsidiary of the Green Bay & Western Railroad Company. The new management of The Ahnapee and Western Railway Company issued a bulletin on May 31, 1947, stating that effective 12:01 A.M., June 1, 1947, Sawyer, Wisconsin will be designated as home terminal. The designation of a home terminal under the schedule is a perogative of management. Effective with this bulletin the train crews were assigned to go to work at this home terminal and operate trains from Sawyer to Sturgeon Bay, thence to Casco Junction and return to Sturgeon Bay, thence to Sawyer, where trains were tied up. The assignment of working schedule as stated, makes Sawyer intermediate, and as such the time slips are not valid."

"Based on facts stated herein, we have no alternative but to refuse to accept the time slips presented and they are hereewith being returned."

"We wish to point out that when the assignment of work was designated on June 1, 1947, no complaints were made by any of the trainmen that additional pay would be due because of train being operated through a terminal, and obviously, agreed to the fact that Sawyer was intermediate and therefore, payment of wages accepted on that basis. The time slips were presented after an elapse of time subsequent to assignment of regular crews, who became the
successful bidders as provided under Bulletin No. 484 of July 10, 1947, beginning August 1, 1947. You will observe that the successful bidders did not cover any of those named above who presented the time slips, and some of which gave up all of their seniority rights on the A&W to return to the KGB&W."

"We trust you will have the time slips cancelled accordingly."

Very truly yours,

THE AHNAPEE & WESTERN RAILWAY CO.
Signed: V. M. Bushman
V. M. Bushman, President"

cc: E. F. Bushman

14. On April 25, 1951, Carrier received the following letter from Mr. S. Vander Hei, Vice-President, Brotherhood of Railroad Trainmen, reading as follows:

"Chicago, Illinois
April 25, 1951

"Mr. V. M. Bushman
President—Ahnapee & Western RR. Co.,
127 Main Street
Green Bay, Wisconsin

"Dear Sir:

"Reference telephone conversation with you this morning at which time I requested conference with you and it was suggested we meet at 2:00 P.M. today."

"The reason for requesting conference with you is because I have been instructed by Mr. W. P. Kennedy, President of the Brotherhood of Railroad Trainmen, to assist our committee on the Green Bay and Western RR. who has jurisdiction on this Ahnapee & Western RR. in the further handling of several matters in dispute on your railroad. The several items I would like to discuss with you are as follows:"

"1. Question of representation of the brakemen now employed on the A. & W. RR., but holding seniority on the GB&W RR."

"2. Time claims of Conductor N. Hirn and crew for two days pay in addition to other compensation earned June 2, 1947, and various subsequent dates up to and including July 26, 1947, account being required to start another trip after returning to their designated terminal, twice during their tour of duty on each date in question and similar claim of Conductor G. W. Moore and crew for June 14, 1947."

"3. Request for an increase of 35 cents per hour, same to be effective April 1, 1951."

Yours very truly,

Signed: S. Vander Hei,
S. Vander Hei, Vice President"

15. Carrier held conference, and confirmed same as follows:
"Green Bay, Wisconsin
April 25, 1951

"Mr. S. Vander Hei, Vice-President
Brotherhood of Railroad Trainmen
139 N. Clark Street
Chicago 2, Illinois

"Dear Sir:

"This refers to conference held in my office beginning at 2:00 P.M., today, in which there were present with you, Local Lodge Officers, Mr. N. Jobelius and Mr. Bonchers."

"In this conference you presented to the writer a letter on which you enumerated questions 1, 2 and 3. In answer thereto, you were given these answers:"

"Answers to Paragraphs—

(1) We do not understand that our brakemen hold dual seniority on the GB&W. As the result of an agreement during 1947, should the A&W discontinue operations, they then have a right to exercise displacement privileges as their seniority on June 1, 1947 may permit on the GB&W but then only. You have presented a letter dated April 25th in which you certify that the majority of the eligible members on the A. & W. Ry. have elected Mr. Jobelius to represent them as their chairman. Based on this information we will accept this certification.

(2) Our records show that this matter was disposed of in conferences held in June, 1947 and confirmed in a letter dated July 12, 1947 which you have in your files. Our position as stated at that time still remains.

(3) We desire to enter into a mark time agreement until the issues are finally settled by the National Conference, and then at that time we will give it further consideration for final determination in regard to its application on our Railroad

Very truly yours,

THE AHNAPEE & WESTERN RY. CO.

Signed: V. M. Bushman
V. M. Bushman, President"

16. Carrier received the following letter from S. Vander Hei, Vice President, Brotherhood of Railroad Trainmen:

"Chicago, Illinois
May 1, 1951

"Mr. V. M. Bushman, President
The Ahnapee & Western Ry. Co.
127 Main Street
Green Bay, Wisconsin

"Dear Sir:

"Reference your letter of April 25th which is in reply to mine same date, concerning three items which are in dispute between your railroad company and the general committee of the E. of R. T."
"In regard to the position you have taken concerning Item 2, I wish to advise that your declination of the several claims is not acceptable to the undersigned."

"In regard to Item 3, it may be that your position is acceptable but, before making commitment, I would like to have you clarify your intentions and, if this is done, it may be that we can dispose of the question of a wage increase, in line with the settlement reached on the national basis. On the other hand, if your position is not acceptable, then we would be obliged to progress the matter on the property without waiting for a national settlement."

"Under the circumstances, would appreciate having you advise what is meant by a 'mark time agreement'. Would also like to have you advise whether or not it is your intention to apply the same money increases to the brakemen on your property as will be agreed upon in the national settlement."

"Your early reply will be appreciated."

"Very truly yours,

Signed: S. Vander Hei,
    S. Vander Hei, Vice President"

cc: Mr. N. Jobelius, CG
The A. & W. Ry.
Brotherhood of Railway Trainmen

17. Carrier replied as follows:

"Green Bay, Wisconsin
May 4, 1951

"Mr. S. Vander Hei, Vice-President
Brotherhood of Railroad Trainmen
139 N. Clark Street
Chicago 2, Illinois

"Dear Sir:

"We acknowledge receipt of your letter dated May 1, 1951 in regard to three items which you contend are in dispute."

"From your letter, we are of the understanding that the first is now disposed of."

"You state in your letter that the position we take concerning Item 2, is not acceptable to the undersigned which is signed by you as Vice-President."

"Our letter dated April 25, 1951 specifically shows that the matter of the claims involved in Item 2, was disposed of through a conference with The Ahnapee and Western Ry. Chairman then handling in June, 1947 and confirmed in a letter dated July 12, 1947. This must be so because we did not receive any further correspondence on the subject matter indicating otherwise, until brought up in a letter dated August 7, 1950, over three years later by a Chairman Mr. N. Jobelius, employed exclusively on the Green Bay and Western Ry. and representing Trainmen on that railroad. In this letter a request was made for a conference to discuss these old previous disposed of claims. This conference was never arranged because Mr. N. Jobelius had not produced a certification that he replaced Chairman M. O. Warren, and Ahnapee & Western employees, by majority vote of the Ahnapee & Western employees to so repre-
sent them as their Chairman. This was not furnished, as you know, until April 25, 1951. We believe that the facts governing, will prove that no violation of any agreements existed to cause the claims in the first place, and that the claims were disposed of in the conference enumerated."

"In regard to Item 3, it has been our policy to enter into mark time agreements until the issues are settled in each case by the National Conference. We then appraise the conclusions reached in respect to its application on our line, after which we either arrange conferences to reach final settlement or notify of our acceptance. We have in the past applied the wage increases as agreed in the National Conference."

"Very truly yours,

THE AHNAPEE & WESTERN RAILWAY CO.

Signed: V. M. Bushman
V. M. Bushman, President"

cc: Mr. N. Jobelius, Brotherhood of Railroad Trainmen, Green Bay, Wisconsin

POSITION OF CARRIER: It is the position of the Carrier that:

1. That the statement of facts submitted by Petitioner contains many misstatements of fact, as shown by letters and facts submitted by Carrier.

2. That there is no rule in the Agreement which has been violated so as to legally form the basis for the claims here presented.

3. The claims should be denied.

In support of its position, as above set forth, Carrier respectfully submits the following argument:

1. The change of home terminal to Sawyer, was the only thing new owners could do subsequent to purchase of Carrier, and had such right under agreements applicable.

2. The issuance of train orders subsequent to new owners operation as shown herein, Sawyer is the initial and final terminal of their trains. The train movement outbound, and in its return, Sawyer becomes an intermediate station, and as such no rule in the agreement has been violated.

3. When assignment of work was designated as shown in 2, beginning June 2, 1947, no complaints were made by any of the trainmen in regard to agreement being violated, and obviously, prima facie agreed that Sawyer was intermediate.

4. The time slips covering claims herein named were presented only after publication of Bulletin 484, dated July 10, 1947, and apparently after finding that they would not remain as Ahnapee employes for it should be pointed out that none of the successful bidders were employes named in the dispute herein, but those who gave up all of their seniority on the Ahnapee to return to exclusive employment on the Kewanee, Green Bay and Western.

5. The matter of these claims were disposed of through conference and correspondence with Chairman M. O. Warren as specifically shown herein.
6. The letter dated July 17, 1947 shown on page 6 herein, signed by employees submitting claims, giving notice that they will not protect the run between Sturgeon Bay and Casco Jct. and return to Sturgeon Bay after Saturday night, July 19, 1947, is a direct violation of the rules of the agreement and the Railroad Labor Act.

7. The Petitioners reference to awards indicated in their submission have no bearing or similarity to conditions herein.

8. The claims should be denied.

Carrier respectfully submits that for the reasons hereinabove stated, the claims as presented in this docket should be denied.

Carrier affirmatively shows that all data herein submitted in support of its Ex Parte Submission have been presented to the Petitioner, and made a part of this dispute.

EMPLOYEES' REPLY TO CARRIER'S ANSWER: This committee wants to point out that when the Ahnapee and Western was sold to V. M. Bushman and associates, the schedule rules remained in effect on that Railway and the carrier was in violation under article XI (b) to operate thru Sawyer, their home terminal, to Sturgeon Bay and then back to Sawyer. We further contend that article XIX (a) fully supports the claims, as crews arriving at a terminal are automatically released. On July 28, 1947 relief covering operating thru the terminal was agreed upon by the B.L.E., the B.L.F.E., and the B.ofR.T., and the carrier which reads,

"... the switch run can be operated in and out of the terminal each day as many times as may be required without any penalties, on the basis of 8 hours straight time, time and one half for over time, regardless of miles run."

If Articles XI (b) and XIX (a) were not violated, why was the carrier so interested in getting relief from these rules?

The carrier's position is claims were disposed of thru conference and correspondence with chairman M. O. Warren. Our position is that these claims were not disposed of and the file shows that chairman M. O. Warren promised the claimants he would prepare this case for the board, in letter under date of September 30, 1949. Because he neglected doing as he promised, Chairman M. O. Warren was asked to resign from office, and by lodge action Norman Jobelius was elected to fill his office as General Chairman. On August 7, 1950, I, Norman Jobelius, wrote Mr. V. M. Bushman asking for a conference to discuss these claims but was refused a date. Several more attempts to meet with him were made but always refused. He took the position that I could not represent these trainmen working on the Ahnapee and Western Railway.

The following letter was sent to Mr. V. M. Bushman by C. W. Hull, Secretary, Lodge 445 and under Lodge seal, but V. M. Bushman still refused to meet with the committee.

December 5, 1950

Mr. V. M. Bushman
President, A. and W. Ry.
127 Main Street
Green Bay, Wisconsin

Dear Sir:

Please be advised that the Brotherhood of Railroad Trainmen, Green Bay Lodge 445 has elected Mr. Norman Jobelius, 1135 14th Avenue, Green Bay, Wisconsin, as General Chairman, Mr. A. Vonckx,
716 Garden Street, Green Bay, Wisconsin, as Vice Chairman, and Mr. F. Rott as Secretary of the General Grievance Committee to represent the trainmen on the Green Bay and Western Railroad, the Kewaunee Green Bay and Western Railroad, and the Ahnapee and Western Railroad, to handle any grievance presented to them by trainmen on the above named railroads and railway.

Very Truly Yours,

C. W. Hull
Secy., Lodge 445

C/C

N. Jobelius, Chm.
A. Vonckx, Vice Chm.
F. Rott, Secy., Comm.
Geo. Moore, President

On April 25, 1951, with the assistance of a Vice President, S. Vander Hei, we were granted a meeting with Mr. V. M. Bushman, President of the Ahnapee and Western Ry. On this date Mr. V. M. Bushman was informed by letter from S. Vander Hei that Norman Jobelius was the authorized bargaining agent for the trainmen on the Ahnapee and Western Ry. For the reasons as mentioned a long period of time elapsed before this committee could prepare our case for the board.

Mr. S. Vander Hei and myself contacted former Chairman M. O. Warren on April 25, 1951 and he stated he had not withdrawn these claims, nor had he handled them to a conclusion, and for the reasons mentioned there are no misstatement of facts.

(Page reference relates to original document.)

FINDINGS: The First Division of the National Railroad Adjustment Board, upon the whole record and all the evidence, finds that the parties herein are carrier and employee within the meaning of the Railway Labor Act, as amended, and that this Division has jurisdiction.

Hearing was waived.

The claims in this docket are outlined in a letter dated July 11, 1947 to the carrier from the General Chairman, and these are the claims we will consider.

The carrier states that the claims should be dismissed because they were abandoned on the property, insofar that the claims were first mentioned in a letter of July 11, 1947, and that no time slips were enclosed in that letter, and also because an agreement was negotiated by the carrier and the organization to correct the cause of complaint of these claims on July 28, 1947.

The carrier states that in August 1947, the General Chairman sought to revive the claims, but it declined them because of lack of merit and also due to the fact that the time slips were presented after an elapse of time subsequent to the assignment of regular crews who are not these claimants, and also because some of the claimants have given up all of their seniority rights with this carrier. The carrier also states that 3 1/2 years had elapsed since these claims were sought to be revived by Mr. Vander Hei, a Vice President of the organization.

The organization states that the reason the claims were not pressed for a period of years was because the General Chairman who was on the property in 1947 representing the organization was derelict in his duties and that he was voted out of office, and that when a new General Chairman was elected sometime in 1950 the carrier refused to recognize the newly elected
General Chairman until he was certified by the organization, and that this caused a delay of time for the presentation of these claims. The employees also state that the agreement entered into by the parties on July 28, 1947, does not mention the claims filed prior to that date nor does it dispose of them.

The Board finds that the claims before us were not disposed of on the property nor were they disposed of by the Memorandum of Agreement dated July 28, 1947.

The Board also finds that prior to the agreement of July 28, 1947, the carrier violated the Article XIX (a) of the effective agreement from June 1, 1947, when it changed the designated extra-run home terminal from Sturgeon Bay to Sawyer.

The Board also finds that these claims were filed by the General Chairman in August 1947, a date after the signing of the Memorandum of Agreement of July 28, 1947, wherein the violation was waived after July 28, 1947, but not before July 28, 1947, and that the carrier denied these claims.

The Board further finds that the effective agreement does not contain a clause limiting the time for the filing of time claims.

Therefore, these claims as presented in the letter of July 11, 1947, will be allowed.

AWARD: Claims allowed as per Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of FIRST DIVISION

ATTEST: J. M. MacLeod
Executive Secretary

Dated at Chicago, Illinois, this 19th day of December 1956.
Interpretation of Award 17930
Docket 29880

NATIONAL RAILROAD ADJUSTMENT BOARD
FIRST DIVISION
39 South La Salle Street, Chicago 3, Illinois
With Referee Thomas C. Begley

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD TRAINMEN

THE AHNAPPEE AND WESTERN RAILWAY COMPANY

Carrier, under date of April 16, 1959, requests an interpretation of Award 17930 rendered December 19, 1956, in Docket 29880. Employees' General Chairman, in response to inquiry from this Division, confirms that a dispute exists on the property as to the extent of the claims allowed by this award.

As stated in our findings:

"The claims in this docket are outlined in a letter dated July 11, 1947 to the carrier from the General Chairman, and these are the claims we will consider.

"...

"... these claims as presented in the letter of July 11, 1947, will be allowed."

We understand from the letters to the Division, above referred to, that the employees contend the award pays all claims for service prior to July 28, 1947, which was the date of settlement.

Carrier's position is that the award pays claimants specifically named in Mr. Warren's letter of July 11, 1947, as follows:

In favor of N. Hirn, George Moore, A. K. Hirn, the following dates: June 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 18, 19, 20, 21, July 2;

On June 14, 23, 24, 25, 26, 27, 28, in favor of N. Hirn, George Moore, R. Nagel;

On June 30 in favor of N. Hirn, George Moore, H. S. Roubal; but that claims made after July 2, 1947, to date of settlement are disallowed.
The Division finds that the carrier has correctly interpreted its intent in the aforesaid findings. Claimants specifically named for specific dates are entitled under the award to payment claimed. Claims made after July 2, 1947, to date of settlement are disallowed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of FIRST DIVISION

ATTEST: J. M. MacLeod
Executive Secretary

Dated at Chicago, Illinois, this 9th day of September 1959.