

Award No. 12475
Docket No. SG-11935

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Joseph S. Kane, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Pennsylvania Railroad Company that the Company has violated the Agreement and especially Article 2, Section 11, when it denied W. D. Best an additional hour at his regular rate from June 9 through June 20. On these dates, he worked on two or more sections; namely, his own section, which is Leading Maintainer Section from M.P. 83.4 to M.P. 192, in addition to Maintainer T.&S., Section 4-L. On the above dates R. L. Hinkle was on vacation and the Company assigned the duties of Section 4-L to W. D. Best. [Docket No. 94 — Northwestern Region Case No. 16.]

EMPLOYEES' STATEMENT OF FACTS: The claimant in this dispute, Mr. W. D. Best, had been assigned to the position of Leading Maintainer with an assigned territory extending from Mile Post 83.4 to Mile Post 192. This territory covers five (5) maintenance sections identified as 1-L, 2-L, 3-L, 4-L, and 5-L.

The Maintainer of Section 4-L was on vacation from June 9 to June 20, 1958, inclusive, and a large portion of the work he normally would have performed was performed by Leading Maintainer Best, as a Relief Maintainer was not assigned to fill this vacancy. Leading Maintainer Best performed these routine maintenance duties in addition to his normal duties of working with and supervising the duties of the other Maintainers.

Under date of June 21, 1958, Mr. W. D. Best, Local Chairman, presented the following claim to Mr. L. W. Hayhurst, Supervisor C&S, for one hour additional pay per day for Leading Maintainer Best, as provided for in Article 2, Section 11, of the current Signalmen's Agreement, on the basis that he worked on more than one section during a tour of duty:

"The Local Committee has been directed to present this claim in behalf of W. D. Best, Leading Maintainer, with headquarters at Marion, Indiana, for 10 hours at his regular rate.

National Railroad Adjustment Board is empowered only to decide the said dispute in accordance with the Agreement between the parties thereto. To grant the claim of the Employees in this case would require the Board to disregard the Agreement between the parties and impose upon the Carrier conditions of employment and obligations with reference thereto not agreed upon by the parties to this dispute. The Board has no jurisdiction or authority to take such action.

CONCLUSION

The Carrier has shown that no rule of the applicable Agreement supports the claim of the Employees and no violation of said Rules Agreement could possibly have occurred. Therefore, your Honorable Board is respectfully requested to dismiss or deny the instant claim.

OPINION OF BOARD: This Claim was presented on behalf of the Leading Maintainer who was required to work on two maintainer sections, his own as a Leading Maintainer, and Section 4-L as a Maintainer. The Claim is for an additional hour at his regular rate, from June 9 through June 20 for work performed on two maintainer sections. As a Leading Maintainer, his territory covered five maintenance sections, identified as 1-L, 2-L, 3-L, 4-L, and 5-L. The Maintainer of Section 4-L was on vacation from June 9 to June 20, 1958, inclusive. The Leading Maintainer performed the work of Maintainer in Section 4-L in addition to his normal duties of working with and supervising the duties of the other Maintainers in the other Sections. It appears that the Lead Maintainer also works as a Maintainer.

A Claim was presented for one hour's additional pay per day for the Leading Maintainer, as provided for in Article 2, Section 11, of the Agreement. The Claim was based on the theory that he worked on more than one section during his tour of duty as a Maintainer.

The Carrier denied the Claim and contended that his work as a Maintainer on Section 4-L, which was a part of his assigned territory, and work performed on Sections 1-L, 2-L, 3-L and 5-L as a Lead Maintainer did not comprise work on two sections as a Maintainer as required by Article 2, Section 11. This section of the Rules only applies to Maintainers, not Lead Maintainers.

The applicable Rules are as follows:

"Leading Maintainer.

Article 1, Section 2 (a) Leading Maintainer: A maintainer working with and assigned to supervise the work of one or more signal maintainers, telegraph and signal maintainers, telegraph and telephone maintainers, or signalmen, with or without their assistants or helpers. The number of employees so supervised shall not exceed a total of five (5) at any one time. This paragraph does not apply to employees regularly assigned to and held responsible for the inspection, testing and repairs of relays, insulated wire or locking."

"Maintainer working on two or more sections during his regular hours.

Article 2, Section 11 (Effective June 1, 1950) When a Maintainer during his regular hours works on two or more sections, his compen-

sation for his regular tour of duty on that day shall include an additional allowance of one hour's pay at his regular rate. This shall not apply to employees covered by Article 5, Section 4."

It has been conceded by the parties that the territory of the Leading Maintainer concerned in this dispute extended from M.P. 139 to M.P. 168, which included Sections 1-L, 2-L, 3-L, 4-L and 5-L.

The question presented is: Was the Leading Maintainer working on two or more sections within the meaning and intent of Section 11 of Article 2 of the Agreement when his duties on Section 4-L were as a Maintainer and the other Sections as a Lead Maintainer?

The facts are not in dispute. The entire Section worked by the Leading Maintainer was part of his Lead Maintainer Section, including 4-L. He worked as a Maintainer on Section 4-L. However, in order to comply with Section 11, Article 2, he must in addition work in another Section as a Maintainer. This he did not do. In the other Sections of his territory, he worked as a Lead Maintainer. Thus, he didn't comply with the terms of Section 11, Article 2, which required that he work in two Sections as a Maintainer. He worked in Section 4-L as a Maintainer and the other Sections as a Lead Maintainer. Thus, the Carrier did not violate Section 11 of Article 2 of the Agreement.

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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of April 1964.