

Award No. 12501
Docket No. SG-11592

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Benjamin H. Wolf, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

LEHIGH VALLEY RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Lehigh Valley Railroad Company that:

(a) The Carrier violated the Classification Rules of the current Signalmen's Agreement when it used a Relay Inspector to perform work designated as Signalmen's work on June 11, 12, and 13, 1958, at Cedar Ave., specifically the work of installing new relays and wiring for a manual control for the automatic gates at Cedar Ave.

(b) Mr. Harry G. Markow be paid three (3) days' pay at the Signalmen's rate of pay for the above violation. Total amount, \$59.52.
[Carrier's File 809.1-S]

EMPLOYES' STATEMENT OF FACTS: Mr. Harry Markow had been assigned to a position of Signalman in a construction gang with headquarters at Catasauqua, Pa. Due to the abolishment of all construction forces, Mr. Markow could not hold a position on his home seniority district and was forced to displace on a position of Signal Maintainer with headquarters at Manchester, N. Y., which was on another seniority district. On June 11, 12, and 13, 1958, the Carrier assigned, required and/or permitted a Relay Inspector to install new relays and wiring for new manual control signal circuits for the automatic gate installation at Cedar Avenue, Middlesex, New Jersey, which is located on the claimant's home seniority district.

Inasmuch as the Classification Rules of the Signalmen's Agreement clearly define the difference between the duties of a Relay Inspector and a Signalman, Mr. Thomas F. DeRose, Local Chairman, presented the following claim to M. W. J. Varner, Signal Construction Engineer, under date July 5, 1958:

"The Local Committee has been directed to present this Claim in behalf of Mr. Harry G. Markow, for three (3) days' pay at the Signalman's rate.

ment could be made by signal indication. Therefore, the work involved included changing and testing.

In this connection, I call your attention to the provisions of Article 2, Section 20, of the schedule agreement which provides that when higher rated employees are temporarily used to perform lower rated work, the employees will be paid the higher rate, and that is exactly what was done in this case. Even in view of this, I advised you that I would be willing to agree to an understanding for the future in cases of similar work and circumstances that would be a basis for determining what class of Signal Department employees would be used as between men working in construction and other classes, and I am still willing to do this if you desire.

Yours truly,

/s/ C. L. Wagner
Chief of Personnel"

In conclusion, the Carrier respectfully reasserts that the instant claim is entirely without support under the governing agreement rule and should either be denied in its entirety or dismissed for the reasons previously set forth herein.

OPINION OF BOARD: The facts are not in dispute. Carrier used a Relay Inspector to perform work designated as Signalmen's work. Claimant relies on the Classification Rule to support its claim that Carrier may not use a higher rated employee to do work classified at a lower rate.

The Classification Rule here contains no prohibition against the Carrier doing what the Organization protests. The mere inclusion of a classification rule does not, by itself, mean that the work of each classification will be restricted to the employees of the class. This is especially true where, as in this case, the several classifications are grouped in the same seniority class.

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 Carrier did not violate the Agreement.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of May 1964.