

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly Rules 5, 14, the Seniority and other rules, when it took Signal Maintainer George Hemenway off his assignment on April 29 and 30, and May 1, 6, 7, 8, 9, and 10, 1963, and used him as the Leading Signalman in Crew No. 12, following rail-end welders.

(b) Signal Maintainer Hemenway be compensated for eight (8) hours at the punitive rate of pay for each of the aforementioned days; this to be in addition to what he may already have been paid.

[Carrier's File: L-130-282]

EMPLOYEES' STATEMENT OF FACTS: The facts in this case are quite clear. Signal Maintainer G. Hemenway, headquartered at Allerton, Iowa, was on April 29, 30, May 1, 6, 7, 8, 9, and 10, 1963, required to assist with bonding following rail-end welders. He and Assistant Signalman C. E. Rinehart, Jr., whose regular assignment was in Crew No. 12, worked together. The regularly assigned Leading Signalman in Crew No. 12, Mr. R. E. Carr, was working elsewhere when the others were doing the bonding. One job on which he worked was repairing signal wires between Des Moines and Carlisle, Iowa.

Brotherhood's Exhibit No. 1 is the bulletin dated February 5, on which the Leading Signalman position in Crew No. 12 was advertised. This bulletin shows the duties of the crew to be limited signal construction and maintenance. Mr. Carr was not the successful applicant of the position at the time it was advertised; he did, however, displace the man who was, effective March 25, 1963. This information is from Signal Engineer Jensen's Assignment Bulletin No. 5, which we are not reproducing. It is dated March 20 and shows that Crew No. 12 was located at Wichita, Kansas.

Mr. Rinehart came into Crew No. 12 by means of transfer, agreed upon by General Chairman R. A. Watkins, effective April 15, 1963, as indicated by Signal Engineer Jensen's Bulletin No. 7, dated April 20, likewise not reproduced. Previous to April 15, the Assistant Signalman position had been filled

OPINION OF BOARD: The claim here is from Signal Maintainer George Hemenway because, on certain days in May of 1963 Carrier "took Signal Maintainer Hemenway off his assignment . . . and used him as the Leading Signalman in Crew No. 12, following rail-end welders."

It is alleged by the Petitioner that when Carrier took Claimant off his assignment "to do the work which belonged to Crew No. 12" he was in effect absorbing overtime which, according to Petitioner, belonged to Crew No. 12.

It is Carrier's position that Claimant performed service on his assigned hours; that he was not requested, nor did he suspend service during his assigned hours. Carrier further states that "maintenance of the signal system and keeping it in working order is certainly the responsibility of the Signal Maintainer. . . ."

It is Carrier's position that the Rules Agreement places two limitations on the use of leader crews:

Rule 3 (b) provides, in part:

- "1. Such leader crews will not be worked together except in an emergency and not then for a period in excess of three days.
2. Provisions of Rule 81 relating to moving gangs from one zone to another will be applied."

Neither is involved here.

Carrier concludes that Rule 3 (b) does not prohibit a leader crew from working with a Signal Maintainer when the crew is working on that Maintainer's territory.

In this case, Carrier asserts, Claimant Signal Maintainer Hemenway was working on his assigned territory performing signalmen's work.

It being the contention of Petitioner that Claimant Hemenway was required to suspend work on his regular assignment to absorb overtime, Carrier correctly points out that Claimant Hemenway "performed work only during his regularly assigned hours. He did not suspend work to absorb overtime."

This Board has consistently held, as is argued in behalf of Carrier, that "to find a violation of the (suspending work to absorb overtime) rule the record must contain credible evidence showing either (a) that the Carrier suspended an employee (Claimant) during his regularly assigned hours to equalize or absorb overtime which he had already earned, or (b) that an employee may not be taken from his regular assignment and used on the work of another position where it would result in depriving the employee of the other position of overtime which would otherwise have accrued. . . ."

Organization agrees, in this record, that the work involved "was performed on a part of Signal Maintainer's assigned territory. We can agree that the work was performed on the line of road which was a part of Claimant's assigned territory. Likewise, we can agree that Signal Maintainers perform some bonding; we do not agree that the assignment Carrier made on the disputed days was proper. . . ."

Argument offered in behalf of Claimant concedes that a signal maintainer, in the course of performing his duty as a maintainer, does some bonding and rebonding. . . ." Nowhere in this record does Carrier even hint that the rebonding had diminished to the extent that the Leader of Crew No. 12 was no longer needed or that Claimant's duties had diminished to the extent that he could also handle leadership of Crew No. 12.

The fact remains that this Claimant did not suspend work; that he was working on his assigned territory performing work that was admittedly signal work, and that the work was performed within his assigned hours.

Award 7786 of this Division, following Awards 5331 and 6711 held "it is the function of good management to arrange the work, within the limitations of the collective bargaining agreement in the interest of efficiency and economy (5331); and no rule has deprived Management of discretion to . . . apportion work, that properly is within an employee's assignment, and our Awards do not condemn under such circumstances."

We find no Agreement violation in the case here before us.

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 17th day of March 1967.