

Award No. 16880

Docket No. SG-17503

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Jan Eric Cartwright, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE NEW YORK CENTRAL RAILROAD COMPANY
(Western District)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the New York Central Railroad Company (Lines West of Buffalo) that:

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope Rule No. 1, when on January 31, 1967, a Signal Supervisor and Signal Inspector made changes on the relay panel of the Control Machine located in "B" office at Robert Young Yards at Elkhart, Indiana.

(b) Carrier be required now to pay Leading Signal Maintainer N. G. Mapes eight (8) hours at the straight-time rate. (Carrier's File: S-100)

EMPLOYEES' STATEMENT OF FACTS: Claimant is classified and paid under an Agreement covering employees engaged in the construction, installation, inspecting, testing, maintenance and repair either in the Signal Shop or field of Signals and Interlockings as enumerated in the Scope Rule.

Neither the Supervisor nor the Inspector who performed the work are covered by said Agreement. Signal Inspectors are covered by a separate Agreement between the parties.

The work involved here was on a system or apparatus such as is contemplated by the Scope Rule of the March 1, 1951 Agreement.

Claimant's assigned territory includes "BC" office, Robert Young Yard, Elkhart, Indiana.

The work involved consisted of removal of:

" * * * diodes on GKR relays, replacing same with condensers to correct slow release valve [sic] of relays. This work was done while cutting over circuits in connection with re-locating control machine

The claim was handled in the usual manner and is now the subject of the instant dispute before your Board.

OPINION OF BOARD: A Signal Inspector in company of a Signal Supervisor made certain changes in a signal facility after tests he had made revealed an incorrect release valve in a relay.

The Classification rule describes a Signal Inspector's duties as testing, etc., and permits him to perform "other duties associated therewith." The record does not establish that the changes made were not "associated" with the tests performed.

There is no evidence of probative value in the record to establish that the Supervisor performed any service except to see that the Inspector's services were properly performed and accomplished the intended result.

For the aforesaid reasons, we are compelled to conclude that the Agreement was not violated and the claim should be denied.

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 24th day of January, 1969.