Award No. 18478
Docket No. SG-18671

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Gene T. Ritter, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

PENN CENTRAL TRANSPORTATION COMPANY

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

(a) Carrier violated the provisions of Rule No. 1 — Classification — of the Foremen, Inspectors and Technicians Agreement, in effect February 15, 1961, as amended, when Mr. C. S. Paden, Supervisor of C. & S. did arbitrarily and under protest order Relay Inspector C. W. Spaulding to perform the work of wiring signal circuitry and tagging of same in signal instrument housing at the Northbound home signal of Tolletson Interlocking, such Northbound signal located at Grant and 11th Sts. in the City of Tolletson, Indiana, and being on the property of the Pennsylvania Railroad Company where the herein referred to Agreement is not in effect.

(b) Carrier now compensate Relay Inspector C. W. Spaulding at his respective pro rata rate of pay for ten (10) hours each day for the dates of October 14, 15, 16, and 17, 1968, account of the violation as referred to in paragraph (a) above. (Carrier's File: s-1 m-1.)

EMPLOYES' STATEMENT OF FACTS: During a period running from October 14 through October 17, 1968, a project was under way to enlarge and convert to remove control, the Interlocking at Tolletson, Indiana.

In the process of this work, Relay Inspector C. W. Spaulding, Claimant in this dispute, was assigned to such work as wiring and tagging signal circuits at the Northbound home signal of the plant. In other words, Claimant was assigned to actually wire the northbound home signal.

The Agreement covering Relay Inspector Spaulding was specifically written to cover Signal Retarder Technicians, Signal Foremen and Signal Inspectors. We are quoting below the Classification Rule of the "Foremen and Inspector" Agreement and for comparative purposes, the Scope Rule of the current Agreement covering other craftsmen.

and subject to the Schedule Agreement of the former New York Central Railroad Company and the Brotherhood of Railroad Signalmen as representative of the Class and Craft of "Retarder Technicians, Inspectors and Foremen employed in the "Signal Department" effective February 15, 1961. Copy of said agreement is on file with your Honorable Board and is, by reference, made a part of this Ex Parte Submission.

Tolleston Interlocking, the locale of this dispute, protects a crossing at grade of the former Pennsylvania Railroad over the tracks of the former New York Central Railroad (originally Michigan Central Railroad) at Tolleston, Indiana, a point approximately 1.3 miles east of Gary, Indiana on the line of the former New York Central Railroad.

The maintenance and operation of this interlocking signal system is provided for in a contract between the Pennsylvania Company and the Michigan Central Railroad Company dated August 14, 1907, copy of which is attached as Carrier's Exhibit A.

Since 1907 maintenance of signal facilities within the interlocking limits on both lines has been the responsibility of the former New York Central Railroad and has been performed by employes of that line, except for some highway crossing protection on the former Pennsylvania Railroad which has been maintained by employes of that line.

In the latter part of 1968 Tolleston Interlocking was rebuilt, enlarged, and remoted, the work being performed by former New York Central employes, except that former Pennsylvania Railroad employes did the necessary work on the highway crossing protection. During the course of the project, Claimant Spaulding was assigned as a Relay Inspector. During his tour of duty on the claimed dates, he supervised and assisted a Craft employe in the wiring of signal circuitry and the tagging of same in that signal instrument housing at the Northbound Home Signal of the interlocking.

By letter dated November 30, 1968, the General Chairman presented the claim to the Regional Engineer, C&S, at Chicago, Illinois, who denied the claim in a letter dated December 26, 1968. Copies of those letters are attached as Exhibit B and C, respectively.

The General Chairman rejected the Regional Engineer's decision, and by letter of January 10, 1969, presented the claim to the Superintendent–Labor Relations and Personnel (the highest officer of the Carrier designated to handle the dispute on the property). A copy of the General Chairman's letter of January 10, 1969, is attached as Exhibit D. The Superintendent–Labor Relations and Personnel denied the claim in a letter dated March 4, 1969, copy attached as Exhibit E.

The General Chairman rejected the decision and subsequently the claim was discussed at a conference on April 11, 1969, following which the Superintendent–Labor Relations and Personnel again denied the claim in a letter dated May 12, 1969, copy attached as Exhibit F.

(Exhibits not reproduced.)

OPINION OF BOARD: The Organization contends that Claimant, a Relay Inspector, was assigned by Carrier to wire and tag signal circuits

at the Northbound home signal at Tolleston, Indiana, contrary to Rule 1 (Scope Rule) of the current Agreement. It is the Organization's position that Claimant is limited to the duties of inspecting and testing signal facilities and occasionally supervising other Signal Department employes in connection with such inspecting and testing. Carrier contends that Rule 1 was not violated in that Claimant did not perform all the wiring and tagging, but merely assisted other Signal employes in the performance of this work; and that the work Claimant performed in this dispute fell within the language of the Relay Inspector's Classification which states that he may perform "other duties associated" with testing and inspecting.

This Board finds that Carrier did not violate the Agreement by permitting the Relay Inspector to perform the duties complained of in this dispute. The Classification Rule of the Inspectors' Agreement does not exclude or guarantee particular work, and there is no proven custom or practice of such in this case to support an exclusion or guarantee of work. Prior Awards abundantly support the Carrier in this instance. See Awards 17706 (Yagoda), 16880 (Cartwright), involving these parties, 17488 (Rambo) and 12668 (Dorsey). This Claim will 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 Employes involved in this dispute are respectively Carrier and Employes 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: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1971.

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