



Award No. 18479
Docket No. SG-18672

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., arbitrarily and under protest by Signal Inspector E. J. Dockery, ordered Mr. Dockery to wire a signal instrument housing, such wiring performed in accordance with circuit plan C130-A furnished by the Pennsylvania Railroad Co. for location No. 6 of Tolleston Interlocking at Gary, Indiana, such Location No. 6 of Tolleston Interlocking being on the property of the Pennsylvania Railroad Co. and where the herein referred to Agreement is not in effect.

(b) Carrier now be required to compensate Signal Inspector E. J. Dockery as penalty time, at his pro rata rate of pay, for eight (8) hours each day for the dates of October 15, 16, 17, 18, 21, 22, 23, 24, 25, and 28, 1968, account of the violation as referred to in paragraph (a) above. (Carrier's File m-1 s-1.)

EMPLOYES' STATEMENT OF FACTS: During a period running from October 15 through October 28, 1968, a project was under way to enlarge and convert to remote control, the Interlocking at Tolleston, Indiana.

In the process of this work, Signal Inspector E. J. Dockery, Claimant in this dispute, was assigned to wire the signal instrument housing case at Location No. 6, in Tolleston Interlocking in accordance with circuit plan C-130.

During the course of handling the dispute on the property, the Brotherhood agreed that on the dates in question herein, Mr. Dockery was working as a Relay Inspector.

The Agreement covering Relay Inspectors 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 classifications.

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 employees of that line, except for some highway crossing protection on the former Pennsylvania Railroad which has been maintained by employees 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 employees, except that former Pennsylvania Railroad employees did the necessary work on the highway crossing protection. During the course of the project, Claimant Dockery was assigned as Signal Inspector. During his tour of duty on the claimed dates, he supervised and assisted a Craft employee in the wiring of signal circuitry and the tagging of same in the 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 11, 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 11, 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 issue in this Award is identical to the issue contained in Award No. 18478. Therefore, this claim will be denied for the same reasons outlined in Award No. 18478.

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: E. A. Killeen
Executive Secretary

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