

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Irwin M. Lieberman, Referee

Award Number 19596
Docket Number SG-19478

PARTIES TO DISPUTE: ((Brotherhood of Railroad Signalmen
(Louisville and Nashville Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad Company:

For three (3) hours and thirty (30) minutes at overtime rate in favor of C. F. Phillips for not being used in accordance with Rule 17(d).
Carrier's File C-349-27

OPINION OF BOARD: Claimant was assigned to Signal Gang Co. 14 as a Signalman on September 9 and September 10, 1969. On September 9 three hours of overtime work was required by two members of this gang and on September 10 thirty minutes of overtime was required by two members of the gang. On both days the overtime work consisted of bonding rail and on both occasions Carrier used a Signalman, senior to Claimant, and an assistant signalman to do the work.

Petitioner argues that Claimant should have been used to perform the overtime work involved because he was senior to the assistant signalman used and because the class of work involved (bonding rail) was generally recognized as belonging to employees holding the classification of Signalman.

The Carrier states that the overtime work in question required the services of a Signalman and an Assistant Signalman; Carrier agrees that the work of bonding rail belongs to Signalman but states that in this instance, only one Signalman was required.

The pertinent rules relating to Assistant Signalman and Overtime are as follows:

"Rule 6. Assistant Signalman, Assistant signal Maintainer

An employe in training for the position of signalman or signal maintainer working with and under the direction of a signalman or signal maintainer.

NOTE-Insertion of the word 'with' in this paragraph is not intended to restrict assistants from performing work under the direction of a signalman or signal maintainer. It is not intended that the word 'with' means that assistants must work within any specified zone or distance in performing the work under the direction of a mechanic. Likewise, it is not intended that assistants be sent out alone and on their own responsibility to perform bona fide mechanics' work."

"Rule 17 Overtime and Calls

(d) **When** overtime service is required of a **part** of a group of **employees** who customarily work together, the senior available **employees** of the class involved shall have a preference to such overtime if they so desire."

Under Rule 31 (c) **Signalmen** are placed in Seniority Class 5 while Assistant Signalmen are placed in Class 6.

The **Organization** seems to be concerned that an **Assistant Signalman** performed **Signalman's** work; we find no evidence in the record to support this contention. Further, we find no support in either the record or the rules that two **signalman** were required to perform the overtime work in question. **Carrier** used two employees in two different classes, both in accordance with Rule 17 (d) and Rule 8.

It is well settled that management has the right to determine how, when and where work shall be performed as well as the number of **employees** required to accomplish the assignment; this right is only limited by specific provisions in the Agreement with the **Organization**. In this case the **Carrier** made the determination that two **Signalman** were not required for the overtime in question.

In a closely parallel case, Award No. 17605, we found that **Carrier** did not violate the contract when he used an **Assistant Signal Maintainer** and a **Signal Maintainer** for certain overtime work rather than two **Signal Maintainers**. We shall hold similarly in this case.

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 **Employee** involved in this dispute are respectively **Carrier** and **Employee** 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

A W A. R D

Claim denied.

Award Number 19596
Docket Number SC-152478

Page 3

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: *E. A. Killen*
Executive Secretary

Dated at Chicago, Illinois, this 14th day of February 1973.