

## NATIONAL RAILROAD ADJUSTMENT BOARD

## THIRD DIVISION

Award Number 21469  
Docket Number SG-20925

Lloyd H. Bailer, Referee

PARTIES TO DISPUTE: { Brotherhood of Railroad **Signalmen**  
{ The Atchison, Topeka and Santa Fe  
{ 'Railway **Company** - Eastern Lines -

STATEMENT OF CLAIM: Claim of the **General** Committee of the Brotherhood of Railroad Signalmen on the Atchison, Topeka and Santa Fe Railway Company:

(a) Carrier violated the current Signalmen's **Agreement**, as amended, particularly Article II Section **11** (a)-2 when they **required** and/or permitted Signal Inspectors to stay out all night to watch the fill around signal **2211** which was in danger of slipping account of high water from the Mississippi **River**.

(b) Carrier should now be required to compensate Signal Maintainer B. **Harr** for overtime from **7:30** P.M. April 24, to **4:30** P.M. April 25, **1973**, at one and one-half times his regular rate of pay. Carrier should now be required to compensate Relief Signal Maintainer T. Fast for overtime from **7:30** P.M. April 25 to **4:30** P.M. April 26, **1973** at one and one-half times his regular rate of pay, per **overtime** rules in effect in current Signalmen's Agreement.

/General Chairman file: 2-B-012. Carrier's file: **132-91-167**

OPINION OF BOARD: On the nights of April 24 and 25, **1973** Carrier used Signal Inspectors C. **Huffman** and E. M. **Matticks** to watch the fill for Signal **2211** for the purpose of keeping the **Train** Dispatcher advised if the track remained safe for the operation of trains. The Mississippi River was approaching floodstage at the time involved and grave concern was felt for the subject **fill** because if it slipped, a portion or **all** of Track **No. 2** would be lost in that area. The **instant** claim is based on the contention that Signal Maintainers were entitled to be called out on overtime for the subject work instead of the **above-**identified Signal Inspectors.

In two prior awards on this property (Awards **20336** and **20465**), along with similar awards on other properties, we have held that "fill" is neither an "**appurtenance**" nor an "appliance" as those terms are **used** in the Scope Rule of the governing Agreement. **Nor** is such **work** "generally recognized as signal work" under said Agreement.

Contention also is made that even if the disputed work is not reserved exclusively to Signal Department **employees**, Carrier nevertheless

was required to utilize the correct classification of employees once it was decided to use any personnel in this department. As the official job title of the Signal Inspector's classification indicates, however, one of the principal duties of this classification is inspection. It could be said that they were used to inspect the fill **in** the instant case. **Although** Signal Maintainers could have been used for the disputed work, the use of Signal Inspectors for this work was not **in** violation of the Agreement,

**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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

*G. W. Paulos*  
Executive Secretary

Dated at Chicago, Illinois, this **31st** day of March 1977.

