

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30272
Docket No. SG-29376
94-3-90-3-296

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr., when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(National Railroad Passenger Corporation
(AMTRAK)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the National Rail Passenger Corporation (AMTRAK):

Claim on behalf of B. L. Sides, for 1 hour pay at his pro-rata rate of pay, on March 10, 14, 16, 20, 22, 23, 28, 29 and 31, 1989, and April 5, 10, 12, 13, 14, and 17, 1989, and all other dates when used to operate a Carrier vehicle off of his assigned territory (Lancaster Signal Shop), account of Carrier violated the current Signalmen's Agreement, as amended, particularly, Rule 34, on the above dates and continues to do the same. Carrier file NEC-BRS-SD-364. BRS file Case No. 7934-AMTRAK."

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The Claimant, a Maintainer-Test, is assigned to the Communication and Signal Repair Shop, located in Lancaster, Pennsylvania. On various dates specified in the Claim, the Claimant was directed to use a vehicle to deliver and pick up material in various field headquarters. On this basis, the Organization contends that he is entitled to one hour's additional pay for each occasion, under the provisions of Rule 34, which reads in full as follows:

"WORKING TWO OR MORE SECTIONS - REGULAR HOURS

When a Maintainer during his regular hours works on two or more sections, his compensation for his regular tour of duty on that day shall include an additional allowance of one hour's pay at his regular rate."

At the outset, the Carrier argues that the Claim is procedurally defective in that (a) it was expanded during the claim handling procedure to include other employees, without specifying dates and circumstances of alleged violation, and (b) the Organization defines the matter as a "continuing claim."

The Claim, as originally presented, concerned only the Claimant, and the Board is satisfied that the Claim's merits may be addressed on this basis. As will be seen, there is no need to resolve whether the Claim is a "continuing" one.

The Board finds that the term "Maintainer" does not, by itself exclude the more specific "Maintainer-Test." This alone, however, does not bring the Claimant within the coverage of Rule 34. As noted by the Carrier, the Rule concerns Maintainers who are assigned to "two or more sections."

"Section" has a well understood meaning, and the Carrier contends it does not include the seniority district encompassing the Communication and Signal Repair Shop. The Board finds ample support for the Carrier's view. This is evidenced by the Carrier's uncontradicted statement that Rule 34 has not been applied to the regular practice of having a Repair Shop Maintainer deliver and pick up material from other locations.

The Board here does not provide a definitive resolution when Rule 34 does apply. It is, however, inapplicable here. While the Claimant did leave his seniority district in the course of his assignments, there is no showing that this meets the Rule 34 definition of working in two "sections."

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AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 19th day of July 1994.