

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 31070
Docket No. SG-31315
95-3-93-3-413

The Third Division consisted of the regular members and in addition Referee James E. Mason when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Union Pacific Railroad Company

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen (BRS) on the Union Pacific Railroad Company (UP):

Claim on behalf of C.R. Miller for payment of seven hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Rule 2, when it failed to call the Claimant to perform overtime service on November 30, 1991, and instead used a junior employee to perform the work. Carrier's File No. 920204. BRS File Case No. 9028-UP."

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.

On the date in question, Carrier experienced signal problems at a location in an assigned territory in which the regular assigned Signal Maintainer had "checked out," that is, he was not available for call for overtime work. Carrier, therefore, called a Signal Maintainer from an adjacent territory to locate the problem. After he determined the nature and extent of the signal problems, Carrier called a 3-man Signal Gang and a Signal Inspector to work with and assist the Signal Maintainer in rectifying the signal problems.

The Organization initiated a claim on behalf of a Signal Maintainer who was assigned in a different territory from where the repair work was performed alleging that the Signal Inspector had performed some unspecified work which should have been performed by a Signal Maintainer. The Organization candidly acknowledged that "neither the Claimant nor the junior employee who performed the work were assigned to the affected district." The initial basis of the claim was that "the job performed on the above date, the restoration of pole line, did not require Mr. Shultz (Signal Inspector) to make tests or inspections."

The Agreement Rule cited by the Organization is Rule 2 - CLASSIFICATION OF WORK. The pertinent sections of Rule 2 which are germane to this dispute are Paragraphs (c) and (j) which read as follows:

"RULE 2 - CLASSIFICATION OF WORK

(c) Signal Inspector: An employe assigned to and whose principal duties are to inspect and test the systems, appurtenances and appliances covered by this agreement and to make relay and other inspections and tests required by the Carrier, but who may perform any Signal Department work. Such employes may make repairs, replacements and adjustments necessary in connection with their duties. Inspectors may work together or with signalmen, signal maintainers, assistant signal technicians or assistant signalmen in connection with their inspections without being considered, or requiring a foreman. Paragraph (c) is not intended to prohibit inspections and tests made by supervisory personnel of the Signal Department to determine whether employes coming within the Scope of this agreement are properly installing or maintaining Signal Department apparatus, appliances, circuits, and appurtenances, or by manufacturers' representatives, when accompanied by signal employe, to insure their equipment is operating as intended.

(j) Carrier Maintainer: An employe assigned to perform signal work on an assigned district which includes a carrier station and/or hot box detector."

The Organization's arguments in this case are not convincing. Initially it contended that the Signal Inspector had performed some unspecified work which should have been performed by a Signal Maintainer. It then changed horses and argued that the Signal

Inspector was junior in seniority to the Claimant and the Inspector's use somehow violated Claimant's seniority rights. It has not cited any Rule of the Agreement which prohibited the action as taken by Carrier. Rule 2(c) specifically permits a Signal Inspector to, among other things, "make repairs, replacements and adjustments necessary in connection with their duties." It has failed to prove that the use of the Signal Inspector working along with the Signal Maintainer and the 3-man Signal Gang was in any way violative of any rule, custom or tradition. In short, the Organization has failed to prove that any violation, in fact, occurred on the date in question. Therefore, the claim as presented is denied.

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 1st day of September 1995.