

Award No. 10312

Docket No. SG-9322

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Charles W. Webster, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
ILLINOIS CENTRAL RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Illinois Central Railroad Company that:

(a) Assistant Signalmen E. E. Allen be reimbursed at his respective rate of pay for a number of hours equivalent to the number of hours worked by Traveling Maintainer I. Cavaness; straight time rate for straight time worked and overtime rate for overtime hours worked (all over 8 hours each day).

(b) The records indicate that Traveling Maintainer Cavaness worked forty (40) straight time hours and eight (8) overtime hours from May 9, 1955, through May 13, 1955, and we make claim in behalf of the claimant for the same.

EMPLOYEES' STATEMENT OF FACTS: Claimant E. E. Allen was regularly assigned to position of Assistant Signalman on the St. Louis Division. He was on furlough on the dates involved in this claim, on account of a force reduction.

Traveling Maintainer I. Cavaness was awarded position of Traveling Maintainer on September 22, 1941. Copy of Bulletin No. 4, File 8, dated August 25, 1941, advertising this position for bid, is shown as Brotherhood's Exhibit No. 1. Copy of Bulletin No. 4-A, File 8, dated September 22, 1941, assigning I. Cavaness to position of Traveling Maintainer, is shown as Brotherhood's Exhibit No. 2.

During the period May 9 through May 13, 1955, I. Cavaness was assigned to assist the Signal Maintainer with headquarters at Metropolis, Illinois, during a rail laying program on that territory.

Claimant E. E. Allen was available to return to service but was not recalled, thereby being deprived of compensation that rightfully accrued to him by virtue of his seniority and his rights as a furloughed employee.

On May 16, 1955, Local Chairman E. Waddington filed a claim with Division Engineer C. I. VanArsdalen, which was denied by the Division Engineer under date of May 27, 1955.

Traveling Maintainer Cavaness is paid a monthly rate of pay in accordance with Section 72 of the agreement, which reads in part:

"(a) An employe assigned to the maintenance of a section who does not return to home station daily, employes regularly assigned to perform road work, and foremen shall be paid on a monthly basis.

"(b) The assignment of monthly rated employes shall comprehend two hundred and eight and two-thirds (208-2/3) hours per month. The straight time hourly rate for such employes shall be determined by dividing the monthly rate by the number of hours comprehended in such rate.

"(c) Such employes shall be assigned one regular day per week, Sunday if possible. Rules applicable to other employes shall apply to service on such assigned rest day. Conditions heretofore applicable to such employes on Sunday shall hereafter apply to the sixth day of their work week."

Carrier's payroll records show that Cavaness was paid eight hours at pro rata rate on May 9, 10, 11, 12, and 13, and eight hours at pro rata rate on May 14 identified as "Time paid for not worked," in accordance with Section 72. As previously stated in Carrier's Statement of Facts, during the period covered by the claim Cavaness spent only 22 hours doing work which the Employees allege belonged to the classification of Assistant Signalman.

There is no basis for this claim, and it should be denied.

All data in this submission have been presented in substance to the Employees and made a part of the question in dispute.

(Exhibits not reproduced)

OPINION OF THE BOARD: The Organization in this case is claiming that an Assistant Signal Maintainer should be reimbursed for work allegedly performed in violation of the contract by a Traveling Maintainer. Article 1, Section 5 of the Agreement defines as Assistant Signalman, Assistant Signal Maintainer, as "An employe in training for a position of Signalman or Signal Maintainer, working with and under the direction of a signalman or Signal Maintainer, * * *".

The difficulty with the position of the Organization is that we are unable to determine from the record what work properly accrues to an assistant. It is undisputed in the record that the work involved was paid for at the applicable Traveling Maintainer's rate.

The record is also silent concerning any need of the Carrier to train another Assistant Signalman so that he would be able to handle the work of a Signalman. In light of the above the claim is found to be without merit.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of January 1962.