Award No. 10676
Docket No. SG-10087

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION
(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

CENTRAL OF GEORGIA RAILWAY COMPANY

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

(a) that the Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when it allowed Signal Maintainer Clifford at Opelika, Ala., to call and use a track laborer on October 8, 1956, from 3:00 A. M. to 6:30 A. M., in performing signal work.

(b) the Carrier now pay Mr. I. K. Dean, Assistant Signalman in the Signal Gang under Foreman T. J. Gassett, for three and one-half (3½) hours at his overtime rate of pay ($3.087 per hour or a total of $10.804), the amount of time that was spent by the track laborer in assisting Signal Maintainer Clifford in the performance of signal work. (Carrier's File S G 429)

EMPLOYES' STATEMENT OF FACTS: Signal Maintainer Clifford is the regularly assigned Signal Maintainer with headquarters at Opelika, Ala. On October 8, 1956, Signal Maintainer Clifford received a call at 3:00 A. M., and was advised that Signal P-3467 at Chattasofkee was red. The location of this signal is approximately 27 miles from his headquarters and Mr. Clifford called a track laborer to accompany him on this case of trouble. Mr. Clifford used the track laborer on this call from 3:00 A. M. until 6:30 A. M.

At the time this incident occurred, there was located at Opelika, Ala., a signal gang under the direction of Foreman T. J. Gassett. Inasmuch as Signal Maintainer Clifford used an employe from another craft who held no rights under the current Signalmen's Agreement, a time claim for the amount of time the track laborer was used was submitted by Assistant Signalman I. K. Dean, who was employed in the signal gang that was stationed at Opelika, Ala. The claim was submitted by Assistant Signalman I. K. Dean to Signal Supervisor L. B. Butler under date of October 10, 1956. Under date of **October 12, 1956, Signal Supervisor Butler** wrote **I. K. Dean,** denying the claim, as follows:

cloak of alleged rule violation, is clearly seen as an all-to-gain and nothing-to-lose proposition.

The claim has no merit whatsoever, and Carrier respectfully urges this Honorable Board to deny it in its entirety.

(Exhibits not reproduced.)

OPINION OF BOARD: On October 8, 1956 Signal Maintainer Clifford, headquarters Opelika, Alabama, was notified at 3:00 A.M. that a signal about 27 miles away was red. Mr. Clifford did not have a helper or assistant assigned to him. He arranged for a section laborer to meet him and accompany him or assist him.

At the time there was located at Opelika a signal gang under the direction of Foreman T. J. Gassett. We will not consider whether it was a construction gang temporarily camped there or not.

Claimant contends a violation of the Scope Rule and that under Rule 19(c) Claimant should have been called to assist Clifford. Claimant was an Assistant Signalman in the Signal Gang under Foreman T. J. Gassett. Claimant was the senior employe available for this work.

Carrier contends that practice over a long period of years of other than Signal employes accompanying Clifford establishes that such work is not exclusive to Signal employes. Carrier also contends that Rule 19(c) permits the Carrier to use any other available employe. Claimant contends that the Rule is a Signalmen's Rule and that the Rule should be interpreted that any other signal employe available could be used. With this we cannot agree. This Rule is an agreement with Carrier and in this instance it redounds for the benefit of the Carrier for it authorizes Carrier to use other available employes. We cannot put into the agreement what is not in it. If the agreement had means Signal Employes that is what it should have stated. We cannot stretch the Rule. "Rule 19(c) when a Maintainer is called for service and uses a motor car or other conveyance in lieu of motor car, his assistant or helper will be called also. If not located, other available employes may be used."

We are of the opinion that Rule 19(c) is controlling. For this reason we do not consider whether or not the track laborer performed Signal Work and we do not consider the rights of Carrier established by practice.

We are led to the conclusion for the foregoing reasons that there has been no violation of the Agreement.

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 Employes involved in this dispute are respectively Carrier and Employes 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 18th day of July 1962.