

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Levi M. Hall, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

HUDSON RAPID TUBES CORPORATION

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Hudson Rapid Tubes that:

(a) The Carrier violated the current Signalmen's Agreement on January 5 and 31, 1961, and February 2, 1961, when Foreman O. D. Berry required Signal Repairman R. Clark to perform work covered by the HM-IBEW Agreement. The work consisted of removing and replacing fuses from the third rail fuse boxes, mounted on the third rail protection boards, at locations Nos. 254, 252, 242, 238, 236, and 234 in Tunnel E. This work is not covered by the Signalmen's Agreement.

(b) Signal Repairman R. Clark be compensated for eight (8) hours at the Electrician's rate of pay for each day, January 5 and 31, 1961, and February 2, 1961, account of the violation outlined in paragraph (a) of this claim. [Time Claim No. 194]

EMPLOYES' STATEMENT OF FACTS: Mr. R. Clark is assigned to the position of Signal Repairman with headquarters at Hudson Terminal and assigned working hours of 12:00 Midnight to 8:00 A.M., Monday through Friday; rest days are Saturday and Sunday.

On January 5 and 31, 1961, and February 2, 1961, Signal Repairman Clark was directed by Foreman O. D. Berry to insert and remove fuses from the third rail fuse boxes in Tunnel "E". This work is by agreement allotted to employes working under the Electricians' (IB of EW) Agreement. The work is not covered by the Scope of the Signalmen's Agreement and the Scope of the Signalmen's Agreement specifically provides that employes covered by the Signalmen's Agreement will not be entitled to perform certain work. The work in question is among some of the work that Signal Department employes are not entitled to perform under the Agreement.

In view of the fact that Signal Repairman Clark was required to perform work that was not covered by the Scope of the Signalmen's Agreement, a claim was filed on his behalf by General Chairman J. J. Reese with A. D. Moore,

closes no basis for reimbursement, then the maximum recovery the Organization could recover would be three hours twenty minutes on the actual minute basis, since this is the minimum "Call" to which an electrician is subject pursuant to Rule 10 (2) of the IBEW agreement. See Award 6284, Third Division.

CONCLUSION

Carrier submits that employees claim is without merit and should be denied.

OPINION OF BOARD: Though the facts in the instant case are not identical to those in recent Award No. 13276 - Reagan, they are substantially the same; the controversy is between the same parties, the issues and principles involved are the same.

For the foregoing reasons Award 13276 - Reagan is controlling here.

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 has not been 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 February 1965.