Award No. 14474
Docket No. SG-11949

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Pennsylvania Railroad Company that:

> The Company violated the Agreement and especially Article 1, Section 2(a), Article 1, Section 3, and Article 4, Section 20(b). The Company also violated the Vacation Agreement and especially Article 10(b). The Maintainer T. & S., with headquarters at Marion, Indiana, was on vacation from June 16 through June 20, 1958 and the Company assigned the duties of this section of W. D. Best, Leading Maintainer, whose duties are to work with and supervise one or more Signal Maintainers. W. D. Best performed more than 25% of the duties of Section 4-L. Therefore, the Committee makes claim for all time made by Best in behalf of E. P. Haddox. [Docket No. 98 — Northwestern Region Case No. 15]

EMPLOYES' STATEMENT OF FACTS: On or about November 1, 1953, Mr. W. D. Best was assigned to a position of Leading Maintainer with an assigned territory extending from Mile Post 83.4 to Mile Post 192. This territory covers five (5) signal maintenance sections identified as 1-L, 2-L, 3-L, 4-L, and 5-L. Leading Maintainer Best has jurisdiction over the Maintainers assigned to those sections.

Prior to June 9, 1958, Mr. R. L. Hinkle was assigned to section 4-L. Under date of April 17, 1958, Mr. L. W. Hayhurst, Supervisor C & S, issued the 1958 vacation schedule, which indicated that Mr. R. L. Bridenthal was designated to relieve Mr. Hinkle while the latter was on his vacation from June 9 to 20, 1958, inclusive. However, the Carrier did not provide a vacation relief worker for section 4-L while Mr. Hinkle was on vacation. Instead, it instructed Leading Maintainer Best to protect the territory, and he subsequently spent more than 25% of his time working alone and performing work that would have been performed by the regular Maintainer or by the vacation relief employe.

During the period in question, the incumbent regularly assigned as Leading Maintainer, whose territory extends from M.P. 83.4 to M.P. 192, Logansport, Indiana, and includes the territory of Section 4-L (M.P. 139 to M.P. 168), was required during his regular tour of duty, to make certain tests on the territory from M.P. 139 to M.P. 168, as follows.

The time consumed in making these tests was as follows:

June 12, 1958 — 3 hours on Test 27-A at M.P. 163.2
June 13, 1958 — 3 hours on Test 27-A at M.P. 152.2
June 16, 1958 — 4 hours on Test 27-A at M.P. 157.3
June 19, 1958 — 5 hours on Test 20 & 21 at M.P. 145.1
June 20, 1958 — 3 hours on Test 19-B at M.P. 150.5

Total time consumed in making these tests was eighteen (18) hours.

In view of the foregoing it can clearly be determined the work of the vacationing employe that was allocated to the Leading Maintainer was insufficient in volume to require the designation of another employe to fill the place of the vacationing employe. Therefore, no violation of Article 10 (b) of the National Vacation Agreement exists.

Further, Article 1, Section 2 (a), Article 1, Section 3 and Article 4, Section 20(b) of the Schedule Agreement are not applicable in the instant case.

Consequently, claims as listed in the subjects are denied."

Therefore, so far as Carrier is able to anticipate the basis of the claims, the questions to be determined by this Board are whether the Carrier violated the provisions of Article 10 (b) of the Vacation Agreement of December 17, 1941, when it used the Lead Maintainer to perform certain items of inspection work normally performed by the Maintainer on Section 4-L, while the regular Maintainer was observing his vacation, and whether the Claimant is entitled to the compensation which he claims.

(Exhibits not reproduced.)

OPINION OF BOARD: This case involves the same parties, Agreements and issues as in Award No. 14473 and, as in Award No. 14473 we find the Organization failed to meet its burden of proof. We will dismiss the Claim.

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 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 Organization failed to prove that Carrier violated the Agreement.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of May 1966.

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