

Award No. 14837

Docket No. SG-13412

**NATIONAL RAILROAD ADJUSTMENT BOARD****THIRD DIVISION**

Arnold Zack, 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:

(a) The Company has violated the Agreement and especially Article 1, Section 1, Article 4, Section 9(b), Article 4, Section 20(b) and Article 5, Section 1 (i), when during the absence of Fred Gloser, Inspector, headquartered at Logansport, Indiana, the position was filled by H. W. Brant, T&S, Maintainer (Test) from December 14, 1959 to December 18, 1959 and from January 11, 1960 to January 22, 1960, inclusive.

(b) That E. T. Hunt, reduced Foreman, be paid the difference between the Inspector's rate of pay and the rate of pay for T&S, Maintainer, headquartered at Winimac, Indiana, from December 14, 1959 to December 18, 1959 and from January 11, 1960 to January 22, 1960, inclusive. [System Docket 153 — Northwestern Region Case 43]

**EMPLOYEES' STATEMENT OF FACTS:** Fred Gloser is regularly assigned as an Inspector, 7:00 A. M. to 11:30 A. M. and 12:15 P. M. to 3:45 P. M., Monday through Friday, relief days Saturday and Sunday, with headquarters at Logansport, Indiana.

H. W. Brant is regularly assigned as a T&S Maintainer (Test) 7:00 A. M. to 11:30 A. M. and 12:15 P. M. to 3:45 P. M., Monday through Friday, rest days Saturday and Sunday, with headquarters at Logansport, Indiana. Mr. Brant holds no seniority rights in the Foreman and Inspector class.

The Claimant in this dispute is regularly assigned as a T&S Maintainer, 7:00 A. M. to 11:30 A. M. and 12:15 P. M. to 3:45 P. M., Monday through Friday, rest days Saturday and Sunday, with headquarters at Winamac, Indiana. Mr. Hunt has seniority in the Foreman and Inspector class as of January 17, 1940, with a rank of No. 3 on the roster.

Mr. Gloser was absent from his position for the periods from December 14, 1959 to December 18, 1959, and from January 11, 1960 to January 22, 1960. During the periods enumerated above, the Carrier required Mr. Brant to report

**OPINION OF BOARD:** On December 14 through 18, 1959 and January 18 through 22, 1960 Inspector Gloser was on vacation. On January 11 through 15, 1960 he was absent with permission. No relief inspector was assigned to his position during these periods but H. W. Brant, a C&S Maintainer, reported daily to the position to open his mail, answer his telephone, and collect overtime information which he passed on to the supervisor's office in Chicago. This work consumed no more than one hour per day. The instant claim is that E. T. Hunt, a T&S Maintainer with seniority rights in the Foreman and Inspector's Class, should have been assigned to fill Gloser's position during his absences.

The Organization states that the work done by Brant was properly Inspector's work, and constituted a filling of Gloser's position; that it is irrelevant as to whether the work occupied a full eight hours; and that not having been properly assigned to the Claimant as required by the parties agreement he is entitled to compensation for earnings lost.

The Carrier argues that the disputed work was minimal in character, was not exclusively Inspectors,' and was not among the primary duties of the Inspector classification. It concludes that there has been no showing that the Inspector's position was filled, or that Claimant was entitled to have filled it.

The Organization has failed to prove a violation of the parties' agreement. It is our conclusion that the tasks admittedly performed by Brant were insufficient evidence of the need for a full-time Inspector during Gloser's absence.

The duties of Inspector, as set forth in Article 1, Section 1 of the parties' agreement were not carried out by Brant, nor was there any showing that they were carried out by any other employe during the periods in dispute. Accordingly we are neither able to find any requirement for Hunt's services, nor are we able to find evidence that Hunt notified the employing officer of his availability and desire for such employment, as is required by Article 4, Sections 9(b) and 20(b).

Finally we are unable to agree with Organization's contention that Article 5, Section 1(i) was violated inasmuch as there is evidence of neither a filling of the disputed position nor a transfer of its duties during Gloser's absence.

Accordingly this Claim must be denied.

**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 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 12th day of October 1966.