

Award No. 16931

Docket No. SG-16938

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

**CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company:

On behalf of Signalman W. A. Tinney, whose headquarters and assignment is Crew No. 13 located in the Northern Zone, and whose rate of pay is \$2.9288 per hour, and whose assignment is Monday through Friday with rest days Saturdays and Sundays, for eight (8) hours per day on his regular assignment on March 29, 30, 31, April 1, 2, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 19 and all future dates that he is held off his regular assignment — this to be paid him in addition to what he has already been paid on these dates as a Relief Signal Maintainer account he was held off his assignment, which is in violation of Rules 5, 14, 15, 22, 23, 25 and the Seniority Rules and Bulletin Rules of the Signalmen's Agreement and in violation of the February 7, 1965 Agreement. In addition, he should be paid for actual expenses and travel time to and from his headquarters on Crew 13. [Carrier's File: L-130-329]

EMPLOYES' STATEMENT OF FACTS: Claimant W. A. Tinney was the successful bidder for a Signalman position on Crew 13, as evidenced by the following telegram which Carrier's Signal Engineer sent to the General Chairman under date of March 19, 1965:

"W. A. Tinney and R. J. Shearer successful bidders Signalman Crew 13 and Mtr. Nara Visa Do You Concur Promotion Bul Five"

Bulletin 5 advertised the Crew 13 Signalman position with headquarters Joliet, Illinois; assigned territory Northern Zone (East of Missouri River).

Claimant worked one day on his assignment in Crew 13 — Friday, March 26, 1965. On March 29th, he was advised to travel on Train No. 3 to Yukon, Oklahoma, to work as a Signal Maintainer while the incumbent was on vacation. He worked that position until April 17, 1965, then reported to Saginaw, Texas, to relieve another vacation vacancy.

13. The grievance procedures followed and progression of the instant dispute were timely and in accordance with the applicable rules in effect on this property and the Railway Labor Act, as amended.

(Exhibits not reproduced.)

OPINION OF BOARD: On March 20, 1965, Carrier listed the assignment of W. A. Tinney to the position of Signalman, Crew 13, with assigned territory Northern Zone, headquarters Joliet, Illinois, advertised in Bulletin No. 5. There is disagreement as to whether Mr. Tinney performed work on this assignment. Brotherhood states that he worked on the assignment in Crew 13 one day — Friday, March 26, 1965. Carrier, however, says he did not begin work in Crew 13, but, instead, accepted the offer of vacation relief work at Yukon, Oklahoma on the Southern Zone. He worked at that position from March 29 to April 17, 1965. Then he relieved another vacation vacancy at Saginaw, Texas between April 19 and May 7, another at Irving, Texas between May 9 and May 28, and still another at Bridgeport, Texas between June 7 and June 28. Claimant was paid straight time rate for services performed as well as for travel time and expenses incurred while away from headquarters.

On behalf of W. A. Tinney, Brotherhood claims that Carrier violated the Signalmen's Agreement when it arbitrarily removed him from his regular assignment in Crew 13 in the Northern Zone and required him to fill various relief vacation assignments of Signal Maintainer elsewhere in the Southern Zone. It cites Rules 5, 81, 14, and 15 to support its position. In interpreting Rule 5, Brotherhood takes the position that the statement, "A signalman shall mean an employe working in a gang or shop" also applies to a Crew and, consequently, Mr. Tinney must be classified as a Signalman and is confined to the territory specified by the bulletin advertising the position in accordance with Rule 59.

Claim is made for payment of eight hours at time-and-one-half at Signalmen's rate of pay for the period between March 29 and June 28, 1965, inclusive.

Carrier denies violation of the Agreement, and asserts that it properly paid Mr. Tinney in accordance with Rules 22 and 23. Furthermore, it maintains that it has been the practice in the past to use Crew and Gang men for relief vacation work. It also asserts that it did not cross seniority lines as Signalmen have a system-wide seniority roster.

Under Rules 22 and 23 of the Agreement, a Signalman may be used away from his Gang or Crew, providing he is paid for travel time and expenses. As an hourly-rated employe, Mr. Tinney properly received straight time rate for the services he performed as well as payment for travel time and expenses incurred while away from headquarters in accordance with these Rules.

With reference to Brotherhood's contention that Rule 5 establishes Mr. Tinney as a Signalman because he is a member of a Crew and cannot be assigned a territory other than that designated in the bulletin advertising the position, we find that the bulletin is primarily informational in nature, and is not necessarily the controlling factor in restricting the employe's work assignments to only that location. Furthermore, the record gives evidence of a practice in which Signalmen were used to provide relief for Signal Maintainers.

For the foregoing reasons we hold the Agreement was not violated.

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 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 29th day of January 1969.