Award No. 17176
Docket No. SG-17168

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Jerry L. Goodman, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE BALTIMORE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Baltimore and Ohio Railroad Company that:

(a) Carrier violated the Signalmen's Agreement, when, on May 17, 18, 19, and 20, 1966, Chicago Division Signal Inspectors were assigned or permitted to wire application and stepper units, install same, and make the connections in the traffic control bungalow for Albion, Indiana.

(b) Signal Foreman F. L. Falk; Signalmen J. Allen, M. Allen, and W. Stevens be allowed 7 hours each at their individual applicable overtime rates of pay due to Signal Inspectors performing work outside their normal service of testing and inspecting signal equipment for installation.

EMPLOYES' STATEMENT OF FACTS: This dispute is a result of Carrier's use of Chicago Division Inspectors C. Hiester and E. C. Howell in connection with the replacement of a traffic control bungalow at Albion, Indiana, to install, rewire, revise circuits, and make connections while such bungalow was being made ready and placed in service on May 17, 18, 19, and 20, 1966.

A traffic control bungalow had been destroyed in a derailment at Albion at about 4:30 A.M. on May 14, 1966, and the manner in which the replacement was installed, revised, and tested caused General Chairman H. C. Guscott to enter this claim on July 14, 1966—Brotherhood's Exhibit No. 4. Another identified as NRAB-1824 is a companion claim.

Brotherhood's Exhibit No. 1 is a copy of Carrier's Specification I-123-B which describes in detail the duties and responsibilities of Signal Inspectors.

Brotherhood's Exhibit Nos. 2 and 3 are, respectively Bulletins Nos. 1 and 2 on which the Signal Inspector position at Garrett, Indiana, was advertised and awarded to C. Heister.

Correspondence incident to the handling of the claim and appeal is included in Brotherhood's Exhibit Nos. 5 through 11. Brotherhood's Exhibit No. 9 is a photocopy of the sworn affidavit by Maintainer N. D. Moore, copy of which was furnished to Carrier during conference on October 4, 1966.

track signals and switch machine, lining and testing same. At this time tests were also made between Albion and adjoining locations. The signal gang, maintenance unit, maintainers and inspectors totaled twelve men.

Each of Mr. Falk's gang worked 11 1/2 hours on May 17, 11 1/2 hours on May 18, and 11 hours on May 19 in connection with the rebuilding. Mr. Falk's gang and Mr. Guilford's unit performed service in connection with the rebuilding of this location on May 17, May 18 and May 19. The location was restored to service at or about 11:35 P.M on May 19, 1966. Neither Signal Inspector returned to the location in question on May 20.

Nature of Claim:

Part (a) of the Statement of Claim before this Board contends that the Signalmen's Agreement on this Property was violated "* * * when, on May 17, 18, 19 and 20, 1966, Chicago Division Signal Inspectors were assigned or permitted to wire application and stepper units, install same, and make the connections in the traffic control bungalow for Albion, Indiana. * * *"

Part (b) of the claim as made asks that Signal Foreman Falk and Signalman J. Allen and M. Allen and W. Stevens "* * * be allowed seven hours each at their individual applicable overtime rates of pay due to Signal Inspectors performing work outside their normal service of testing and inspecting signal equipment for installation."

OPINION OF BOARD: Organization contends Carrier violated the Agreement by having Signal Inspectors perform work which should have allegedly been performed by a different class of employees.

Generally, we have held that the classification within the Agreement of employes performing the work reserved under the Agreement does not mean that the work of each classification must be performed exclusively by members of that class.

The foregoing principle is limited to some extent by the inclusion in the subject Agreement of Rule 28(c) which provides:

> "(c) Signal Inspectors will not be called out to perform work of regularly assigned maintainers, who, when available, would ordinarily be called to perform such service under Rules 13 and 14."

Rule 13 has application to Rest Day and Holiday service. Rule 14 has application to Overtime and Calls. Thus, the import of Rule 28(c) is that signal inspectors will not be used in lieu of Maintainers when the latter are available to perform work on overtime and work occurring on their holidays and rest days. Consequently, to the foregoing extent Carrier has limited its right to have employees belonging to the classification of Signal Inspector perform work under the classification of Maintainer.

Nevertheless, we find no violation of Rule 28(c) in the instant case. In the first place, Claimants herein are not Maintainers. Secondly, none of the disputed work was performed on holidays or restdays and only a portion of it was performed on overtime. Thirdly, with respect to the portion performed on overtime, it would be incumbent on the Organization, to support a claim under Rule 28(c), to show by a preponderance of

the evidence that regularly assigned Maintainers were available and would ordinarily have been called to perform the disputed work. This the Organization has failed to do.

The claim is therefore 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 23rd day of May 1969.

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