



Award No. 18291
Docket No. SG-18459

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John B. Criswell, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SEABOARD COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Seaboard Coast Line Railroad Company that:

(a) Carrier violated the current Signalmen's Agreement as amended, particularly Rules 12, 17 and 36, when it required Signal Maintainers D. A. Porterfield, L. D. Webster, Jr., O. S. McCullers, and C. W. Stone to suspend work on their respective permanent maintenance assignments to perform construction work away from their assigned territories.

(b) Carrier compensate Signal Maintainers D. A. Porterfield, L. D. Webster, Jr., O. S. McCullers, and C. W. Stone for thirty-two (32) hours at their respective straight time hourly rates, in addition to any compensation they may have already received for services performed on April 9, 10, 11 and 12, 1968 (Carrier's File: 15-36; 15-12; 15-0.)

(c) Carrier compensate Signal Maintainers C. W. Stone and O. S. McCullers twenty-four (24) hours and L. D. Webster, Jr., sixteen (16) hours at their respective straight time hourly rates, in addition to any compensation they may already have received for services performed on May 27, 28 and 29, 1968 (Carrier's File 15-36; 15-12; 15-0)

(d) Carrier compensate Signal Maintainer L. D. Webster, Jr., for two (2) hours and forty (40) minutes overtime on each day of April 9 and 12, 1968, account during his required absence the Howells, Georgia Signal Maintainer was called to clear trouble on a Hiram Hot Box Detector and the highway crossing signals at or near Cartersville, Georgia, both of which instances occurred on Mr. Webster's assigned territory, outside his regularly assigned hours to work. (Carrier's File: 15-17; 15-36; 15-0)

EMPLOYEES' STATEMENT OF FACTS: This dispute arose when on May 27 to 29 inclusive and April 9 to 12 inclusive, 1968, signal maintainers C. W. Stone, O. S. McCullers, L. D. Webster, Jr. and D. A. Porterfield were taken from their assigned territories and required to perform signal construction work at Ragland, Alabama.

as to the temporary assignments involved on our property. That award, rendered over two years after Award 12227, involved contention of the Brotherhood 'that the Classification Rules of the Agreement were violated when Carrier assigned a Signal Maintainer to do work which allegedly was not maintenance work but rather work which should have been assigned to a signal gang', such contention being based on the premise that the Classification Rules grant employes assigned in each classification exclusive rights to certain work. This was denied, the Board holding:

"This contention has been fully considered in our prior Award 12668 (Dorsey) where the Board held:

"... We find that the classifications are not an exclusive grant of work to each classification; . . ."

In the case covered by Award 12668 the Classification Rules of the Agreement contained eleven different job classifications.

You were also referred to Award 14488, which further strengthens our position and refutes your contention. That award involved using a shop relay repairman outside of the shop and the Brotherhood contended that classification Rule 7 precluded a relay repairman performing any work except in the shop. The Board denied the claim, holding that Rule 7 was merely descriptive and not restrictive; that the Carrier had the right to move employes around from place to place and from job to job, and cited the holding in Award 12668.

As stated in our letters of September 26th and December 6th, Rule 17 could have no application where the maintainer is not available for the emergency work, and the rule could not automatically apply regardless of where the maintainer might be temporarily working, as you have contended.

Therefore, you were advised there was no basis whatever for changing our decision of September 26th, particularly since subsequent Award 16617 fully supported our position."

OPINION OF BOARD: The disputes here involved concern hourly-rated signal maintainers who were used off their assigned territories to perform signal work. In Claims (a), (b) and (c), Claimants were sent to Ragland, Alabama, to perform construction work.

In Claim (d), two malfunctions occurred during the absence of Claimant from his assigned territory and another employe was called to correct the problems.

In Award 16617 (Zumas), between these parties, this Board said:

"Under the provisions of Rules 19 and 25 of the Agreement, Carrier has the right to utilize employes off their regular assignments. The existence of such rules in the Agreement is indicative of the parties' intention to give Carrier that right."

We find the language to apply here and, therefore, deny Claims (a), (b) and (c).

It is the Organization's position that the Claimant in Claimant (d) was not present for the performance of work on his territory because he was being improperly used elsewhere by Carrier and was, therefore, available.

The temporary work he was performing was some 90 miles from the point where service was needed on his assigned territory. We have found that Carrier had the right to use the employees off their assigned territories; thus he was properly assigned. We will not, therefore, find Carrier in violation because it used another employee to perform work which required immediate performance and for which the Claimant could not have been available.

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

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of November 1970.