



Award No. 18311

Docket No. SG-18554

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, 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:

On behalf of Senior Assistant Apparatus Inspector F. H. Clay for the difference between his rate of pay and CTC Apparatus Inspector's rate of pay for thirty-six (36) hours because for four (4) hours on July 29, and eight (8) hours each on July 30, 31, August 1 and 2, 1968, he was required to perform the duties of CTC Apparatus Inspector W. B. Alexander while he was on vacation. (Carrier's File: 15-22)

EMPLOYEES' STATEMENT OF FACTS: Claimant in this dispute is F. H. Clay, Senior Assistant Signal Apparatus Inspector in the Carrier's signal shop at Ocala, Florida who on July 29, 30, 31 and August 1 and 2, 1968, during the absence of CTC Apparatus Inspector W. D. Alexander, to whom is assigned the repair of CTC units in Ocala shops was assigned to make such repairs.

The dispute arose when, notwithstanding the provisions of Rule 22 of the Signalmen's Agreement, the Carrier refused to pay Mr. Clay the difference between his rate and the rate of CTC Apparatus Inspector for days on which he was assigned to CTC unit repair as listed in the claim. Rule 22 of the Agreement is written in clear and unambiguous language and for ready reference is quoted below. The June 6, 1967 Agreement (Page 38 of the Agreement) providing rates to be paid employees of the Carrier's signal shops is also quoted below for comparison of the difference in pay to which Claimant Clay is entitled.

"RULE 22 — Filling the Place of Another Employee

When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate; but if required to fill temporarily the place of an employee receiving a lower rate, his rate will not be changed."

"SEABOARD COAST LINE RAILROAD COMPANY

clearly shows there would be no restrictions on the work performed by them.

"The above is not refuted by Mr. Alexander's statement that no one is used to perform his work while he is on duty. Of course, no one performs his work while he is on duty because if they did he would have nothing to do. As the record shows, his work does not include the exclusive duty of repair of CTC units.

"There is still no merit to this claim and it is hoped that this will now close the record on that basis."

General Chairman to Assistant Vice President — Personnel, August 19, 1969

"Reference is made to your letter of August 15, 1969, concerning claim in behalf of Senior Assistant Apparatus Inspector F. H. Clay, Ocala Shop, for the higher rate of pay of CTC Apparatus Inspector account required to fill higher rated position while CTC Apparatus Inspector W. B. Alexander was on vacation in July and August, 1968.

"You have not refuted the fact that CTC units are regularly repaired by Mr. Alexander who holds the position of CTC Apparatus Inspector; Nor have you refuted the fact that Senior Assistant Apparatus Inspector F. H. Clay was used to fill the place of Mr. Alexander on specified dates in our claim. Indeed you cannot because the record is abundantly clear that Mr. Clay was used to perform duties regularly performed by Alexander. Thus, Rule 22 of the Signalmen's Agreement unequivocally applies in this instant case."

Rule 22 — Filling the Place of Another Employee, of the current working agreement, reads as follows:

"When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate; but if required to fill temporarily the place of an employee receiving a lower rate, his rate will not be changed."

(Exhibits not reproduced.)

OPINION OF BOARD: The Employees have not sufficiently met their burden to show that the work in dispute was reserved to a CTC Apparatus Inspector to the exclusion of a Senior Assistant Apparatus Inspector, or that Claimant was required to fill the place of the CTC Apparatus Inspector.

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 dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 4th day of December 1970.