

33B

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21469
Docket Number SG-20925

Lloyd H. Bailer, Referee

PARTIES TO DISPUTE: { Brotherhood of Railroad Signalmen
 { The Atchison, Topeka and Santa Fe
 { Railway Company - Eastern Lines -

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood
 of Railroad Signalmen on the Atchison, Topeka and
Santa Fe Railway Company:

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly Article II Section 11 (a)-2 when they required and/or permitted Signal Inspectors to stay out all night to watch the fill around signal 2211 which was in danger of slipping account of high water from the Mississippi River.

(b) Carrier should now be required to compensate Signal Maintainer B. Harr for overtime from 7:30 P.M. April 24, to 4:30 P.M. April 25, 1973, at one and one-half times his regular rate of pay. Carrier should now be required to compensate Relief Signal Maintainer T. Fast for overtime from 7:30 P.M. April 25 to 4:30 P.M. April 26, 1973 at one and one-half times his regular rate of pay, per overtime rules in effect in current Signalmen's Agreement.

/General Chairman file: 2-B-012. Carrier's file: 132-91-167

OPINION OF BOARD: On the nights of April 24 and 25, 1973 Carrier used Signal Inspectors C. Huffman and E. M. Matticks to watch the fill for Signal 2211 for the purpose of keeping the Train Dispatcher advised if the track remained safe for the operation of trains. The Mississippi River was approaching floodstage at the time involved and grave concern was felt for the subject fill because if it slipped, a portion or all of Track No. 2 would be lost in that area. The instant claim is based on the contention that Signal Maintainers were entitled to be called out on overtime for the subject work instead of the above-identified Signal Inspectors.

In two prior awards on this property (Awards 20336 and 20465), along with similar awards on other properties, we have held that "fill" is neither an "appurtenance" nor an "appliance" as those terms are used in the Scope Rule of the governing Agreement. Nor is such work "generally recognized as signal work" under said Agreement.

Contention also is made that even if the disputed work is not reserved exclusively to Signal Department employes, Carrier nevertheless

was required to utilize the correct classification of employes once it was decided to use any personnel in this department. As the official job title of the Signal Inspector's classification indicates, however, one of the principal duties of this classification is inspection. It could be said that they were used to inspect the fill in the instant case. Although Signal Maintainers could have been used for the disputed work, the use of Signal Inspectors for this work was not in violation of the Agreement.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: G. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1977.

