Award No. 16881
Docket No. SG-17512

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Jan Eric Cartwright, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

PENNSYLVANIA NEW YORK CENTRAL TRANSPORTATION COMPANY
(Northeastern Region, Boston and Albany Division)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Boston and Albany Railroad (New York Central Railroad Company, Lessee) that:

(a) Carrier violated the current Signalmen's Agreement, particularly Rules 2, 17, and 34, when, on September 27, 1966, all Signal Foremen and Leaders to Springfield, Massachusetts, attended a meeting and left the senior available employes in charge of their respective gangs or sections without paying the rates of pay applicable to such Foremen and Leader positions.

(b) Carrier be required to pay Mr. R. J. Tarte and Mr. F. L. Locke the difference between the rates of Leading Signal Mechanic and Foreman for the eight (8) hours on Tuesday, September 27, 1966, that they covered Foreman positions in the absence of the regular assignees.

(c) Carrier be required also to pay Mr. R. J. Tomasetti and Mr. R. J. LaFrance the difference between the rates of Signal Maintainer and Leading Signal Maintainer for the eight (8) hours on Tuesday, September 27, 1966, that they covered Leading Signal Maintainer positions in the absence of the regular assignees.
[Carrier's File: 114-B (SG66.14)]

EMPLOYES' STATEMENT OF FACTS: On Tuesday, September 27, 1966, Carrier called Signal Foreman from Gang No. 1 and the Framingham Gang and Leading Signal Maintainers from Section No. 2 and the Worcester Gang to a meeting in Springfield, Massachusetts, leaving the senior employes in each of these gangs in charge.

The Signal Foremen and Leading Signal Maintainers were paid in accordance with the provisions of Rule 17 while they were absent from the gangs and/or sections; however, employes who were required to assume the duties

meeting at Springfield, Massachusetts, were paid their regular day's pay plus any expenses involved in accordance with Rule 17 of the Agreement.

On October 10, 1966, the General Chairman wrote the Signal Supervisor, making claim for the difference in pay between Leading Signal Mechanic and that of Signal Foreman at Framingham, Massachusetts, for Messrs. Tarte and Locke; and for the difference in pay between that of Signal Maintainer and that of Leading Signal Maintainer at Worcester, Massachusetts for Messrs. Tomasetti and LaFrance for eight hours on September 27, 1966 on the basis that the Foreman and Leaders of the Worcester and Framingham gangs were absent from Worcester and Framingham and contending claimants covered assignments of the Foremen and Leaders in the absence of their leaders.

Claim was denied by the Signal Supervisor on November 21, 1966 on the basis that the Foremen and Leaders involved started and ended their work day at their Headquarters (Carrier's Exhibit B). Claim was then appealed to the District Signal Engineer on November 23, 1966 (Carrier's Exhibit C). The District Signal Engineer denied the claim on December 13, 1966 (Carrier's Exhibit D). The claim was next appealed to Carrier's highest appeals officer on December 20, 1966 (Carrier's Exhibit E). Claim was denied on February 8, 1967 (Carrier's Exhibit F). Conference with the General Chairman was held on March 3, 1967, subsequent to which, on March 23, 1967, Carrier reaffirmed its denial (Carrier's Exhibit G). The General Chairman was not satisfied with Carrier's decision and, for the reasons outlined in his letter of March 24, 1967, listed the claim for handling by the NRAB (Carrier's Exhibit H.)

(Exhibits not reproduced.)

OPINION OF BOARD: On September 27, 1966, Carrier called Signal Foremen and Leading Signal Maintainers to a meeting. According to the Organization this left Leading Signal Mechanics Tarte and Locke as Foremen, and Signal Maintainers Tomasetti and LaFrance as Leading Signal Maintainers. The Organization claims that the Claimants (Tarte, Locke, Tomasetti and LaFrance) should be paid the difference, for eight (8) hours, between what they were paid and the higher pay of the position they allegedly worked on that day.

The burden is upon the Claimants to prove all essential elements of their claim, assertions and implications cannot substantiate a claim. The Board after considering the evidence submitted on the property, in this case, must find that there was no evidence shown that the Claimants performed the work of the higher rated positions. In light of this finding, the Board must hold that the Agreement was not violated and therefore the claim should be 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 nas 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 24th day of January, 1969.

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