

NATIONAL RAILROAD **ADJUSTMENT BOARD**

THIRD DIVISION

Award **Number** 21231
Docket **Number** SG-21008

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: ((Brotherhood of Railroad Signalmen
(Robert W. Blanchette. Richard C. Bond and John H.
(**McArthur**, Trustees-of the Property of
(**Penn** Central Transportation Company, Debtor

STATEMENT OF CLAIM: Claim of the General **Committee** of the Brotherhood of **Rail-**
road Signalmen on the former New York Central Railroad
Company-Lines West of Buffalo (now Penn Central Transportation Company):

System Docket W-39
Southern Region - Southwest Division

(a) Carrier violated the current Signalmen's Agreement Rule 13(i), when it required and or permitted the Signal **C&R** forces now working at Kent Interlock, Marion, Indiana, to work overtime at Kent on the night of November 5, and morning of November 6, 1973 thereby depriving the regular assigned **employee** of the opportunity to **earn** the compensation and perform the work regularly assigned to his position.

(b) Carrier now be required to compensate Mr. **Hartsock** in the amount of 8 hours overtime and 8 hours double time, this being the amount he would have earned had he been permitted to perform the regularly assigned work.

OPINION OF BOARD: Carrier assigned **gangmen** to perform overtime in **Claimant's** territory. Claimant, a Signal Maintainer, asserts a violation of:

"(1) Where work is required by the carrier to be performed on a day which is not a part of any assignment, it may be performed by an available unassigned **employee** who will otherwise **not** have 40 hours of work that week; in all other cases by the regular **employee**."

NOTE: The expressions 'positions' and 'work' used in this rule refer to service, duties, or **operations** necessary to be performed the specific **number** of days per week, and not to the work week of individual **employees**."

"1. That the carrier **may** establish Signal Construction and Repair gangs to perform such work as may be required throughout the territory covered by the Northern, Western and Southern Districts. **These** gangs will not replace basic maintenance forces. However, **C&R** gangs may work with or supplement such forces."

Carrier denies a violation, stating that the switch machines were in the construction or installation stage at the time of the alleged violation, rather than being in service. We concur, and under those circumstances, the **employee's** claim is inappropriate.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds end 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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 14th day of September 1976.