

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **21546**
Docket Number SG-21336

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE:

(**Brotherhood** of Railroad Signalman
(
(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 Railroad Signalmen **on** the former Pennsylvania Railroad Company:

System Docket - 1073

Eastern Region - Chesapeake Division Case 9-74

Claim the carrier violated the current agreement Article 2, Section 23 H. On April 20, 1974 it used **R. L. Woodie**, Signalman **in** gang, headquarters Perryville, **Md.** to open signal cable splices to be meggered **for grounds, between Havre** De Grace and signal 618. This was prearranged overtime. **R. L. Woodie** was asked at the end of his tour of **duty on** April 19, 1974 to work **on** Saturday, April 20, 1974; he worked from **7:30 a.m.** to **3:30 p.m.** for a total of 8 hours.

Claim that W. T. Bines, Maintainer T&T who is the regular cable man and also a senior employee should have been used to perform this work **on** April 20, 1974. Claim W. T. Bines be paid 8 hrs. at the time **and one** half rate of pay.

OPINION OF BOARD: The Claim herein involves work on a Saturday of opening splices on signal cables; there was work performed from **7:30 A.M. to 3:30 P.M.** on the date in question. Claimant was a regularly assigned Maintainer **Communications**; the work was performed by the regularly assigned Signalman at Perryville, Mr. **Woodie**.

Article 2, Section 23 **(h)** of the Agreement provides:

"**(h)** (Effective September 1, 1949) 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 forty hours of work that week; in all other cases by the regular employee."

It is undisputed **that** there was no **"....available** -signed **employee** who will otherwise not have forty hours of work that week". The sole question, therefore is whether or not the Claimant was the "regular **employee**" entitled to perform the disputed work.

Petitioner's position is based **on** the fact that Claimant was the senior **employe and** had the skill to perform the work in question. **An** examination of the **rule (supra)** indicates that neither of these attributes is a relevant factor in the assignment of the work in dispute. Carrier argues from the outset of the dispute that Claimant was a Maintainer (T&T) and was **not** qualified to work on **signal** apparatus.

The crux of this dispute is the identification of the **employe** who **normally** performed the work of **opening** splices on signal cables. From the record, it is evident that Claimant did not normally perform the work in question whereas Signaller **Woodie** did perform the work routinely and regularly. **Even** though Claimant may have had the requisite skills, which was not even established, he certainly was not in the craft group which normally performed the disputed work. Based on the clear language of Section 23(h) and the lack of evidentiary support for the Claim, it must 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 **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:


Executive Secretary

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