

NATIONAL RAILROAD **ADJUSTMENT BOARD**

THIRD DIVISION

Award Number 21642
Docket Number SG-21580

Robert W. **Smedley**, Referee

PARTIES TO DISPUTE: ((Brotherhood of Railroad Signalmen
(The Chesapeake and Ohio Railway Company
((Chesapeake District)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railroad Signalmen on the Chesapeake and Ohio Railway Company (Chesapeake District):

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 54(e) and Rule 25, when on **November 9, 1974**, (Saturday), a monthly rated Signal Inspector was called to correct a purported failure of switch 235 (dual control) at FO Cabin.

(b) Carrier now allow Signal Maintainer Larry N. Chapman, C&O ID No. 2613996, a call at the Independent Signal Maintainer overtime rate of \$8.69 per hour because of loss of work opportunity as a consequence of this violation.

/General Chairman file 74-75-221. Carrier file **SG-4257**

OPINION OF BOARD: Signal maintainer Larry N. Chapman states that by terms of the labor agreement, he should have been called to attend a malfunctioning switch in his district on Saturday, November 9, 1975. Claimant was the senior signal maintainer assigned to the territory.

Two signalmen were called to the site and paid. One was independent signal maintainer Boyd. This was proper and in accordance with Rule 25 of the agreement, which provides that when work is required outside of regular hours "The independent signal maintainer on whose territory the work is required will be called first."

The other man called was signal inspector McCormick. This was done because Boyd's family said he had "gone to the store" and was not immediately available. Boyd did return shortly and he went to the site. The complaint is that Chapman should have been called instead of McCormick because, according to Rule 25, Chapman was next in line.

Evidence is, albeit in retrospect, that only one signalman was required for the job and McCormick's presence was not actually necessary. And, as it turned out, neither was Chapman's attendance required. The fact is Boyd was called and Rule 25 was thereby followed. This being so, any further discussion of Rule 25 and other issues raised would be academic.

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

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 29th day of July 1977.

