NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 21753

THIRD DIVISION

Docket Number SG-21266

Dana E. Eischen, 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 Railroad Signalmen on the former Pennsylvania Railroad Company:

SYSTEM DOCKET 801

Central Region - Pittsburgh Division Case 11-71

(a) Claim that the Company violated the Agreement and especially Article 1, Section 3 and 5, on May 24, 25, 26 and 27, 1971, when it assigned Officials of the Company, from the Engineers C&S and Supervisors Offices in Pgh. Pa. and also employes covered by Article 1, Section 1, to perform Signal work in connection with General Order #419, dated May 12, 1971, that should have been performed by furloughed employes coming under these Classifications.

(b) Claim that the Company now be required to pay the following named furloughed employes, at the Signalman rate of pay, for eight (8) hours straight time on each of the days listed above and eight (8) hours at time and one-half the Signalman rate of pay on May 26, 1971, because of the violations cited in claim (a) above.

J. R. Cavanaugh, U. J. Braun, R. E. Adams, R. R. McCabe, J. D. Bartlebaugh, R. D. Ball, G. C. Stadler

(c) Claim that the Company now be required to pay the following named furloughed employes, at the Helper rate of pay for eight (8) hours straight time on each of the days listed in claim (a) above and eight (8) hours at time and one-half the Helper rate of pay on May 26, 1971, because of the violations cited in claim (a) above.

E. Fabin, J. C. Hardy, R. F. Weaver, R. J. Cruciel, R. L. McNutt, E. R. Burkett, R. Reveridge.

OPINION OF BOARD: The facts out of which this dispute arose are set forth in a "Joint Statement of Agreed Upon Facts" which reads in pertinent part as follows:

"The thirteen claimants listed in the subject hold seniority in the C&S Department on C&S Seniority District No. 10. They were furloughed effective at the close of their tour of duty on May 14, 1971.

General Order No. 419 was issued May 12, 1971, outlining certain changes to be made effective 12:01 P.M., Thursday, May 20, 1971, on the Mouongahela Secondary Track. These signal changes were to be made in the territory of BF Tower, redesignated Brown Tower.

In listing the claim, the organization is alleging that employes who ware in an official and a supervisory capacity, performed signal work in connection with this General Order No. 419."

In processing this claim on the property the only contractual provisions cited by the Organization were Article I, Sections 3 and 5. The cited contract provisions read as follows:

"ARTICLE 1--CLASSIFICATIONS

Section 3 .

Signal Maintainer Telegraph and Signal Maintainer Telegraph and Telephone Maintainer Signalman	An employe qualified and assigned to perform the work of a mechanic in the Telegraph and Signal Department	Signal Maintainer T. & S. Maintainer T. & T. Maintainer Signalman

Whenever reference is made in this Agreement to the position of 'maintainer,' the term shall be construed to refer to the positions of signal maintainer, telegraph and signal maintainer, and telegraph and telephone maintainer. The term 'mechanic' where used in this Agreement shall be understood to refer to the positions defined in this Section.

Section 5

Helper: (Effective June 1, 1950) Au employe assigned to perform work generally recognized as Helper's work, covered by the Scope of this Agreement, and to assist employes of the classifications set forth in preceding Sections 2 and 3 of this Article (1)."

Careful review of the Agreement language upon which the Organization premises this claim shows it to be language of description; but it imposes no express contractual mandate and, indeed, is not even precatory in its wording. There is no showing on this record that Article 1, Sections 3 and 5 have been violated. In the absence of contractual support for the claim, we have no alternative but to issue a denial award.

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: A.W. Paulus
Executive Secretary

Dated at Chicago, Illinois, this 14th day of October 1977.