

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22069
Docket Number SG-22011

Robert A. Franden, Referee

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Consolidated Bail Corporation
((Former Penn **Central** Transportation Company)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood
of Railroad Signalmen on the former New York, New
Haven and Hartford Railroad **Company:**

Case No. BRS NE-27

Claim on behalf of W. J. Lindopp and R. S. Eaton, the senior
signalmen in the Providence, **Rhode** Island, signal gang, Boston Seniority
District Roster, for compensation at the signalman's overtime rate for
the following amounts of overtime worked by Maintainer W. Pacelt and
Signal Gang Foreman **E.** Mernick:

Maintainer	Pacelt at Mansfield	Foreman Mernick at Rwidence
April 21, 1975	- 4 Hours at time and one-half	----- Same
April 22, 1975	- 7.5 Hours at time and one-half	---- Same
April 23, 1975	- 7.5 Hours at time and one-half	----- Same
April 24, 1975	- 7 Hours at time and one-half	----- Same
April 25, 1975	- 8 Hours at time and one-half	---- Same
April 25, 1975	- 1.5 Hours at double time	----- Same
April 26, 1975	- 4 Hours at time and one-half	----- Same
April 29, 1975	- 8 Hours at time and one-half	----- Same
April 29, 1975	- 1.5 Hours at double time	----- Same
April 30, 1975	- 6.5 Hours at time and one-half	---- Same

Totals 52.5 Hours at time and one-half
3. Hours at double time

Mr. W. J. Lindopp and Mr. R. S. Eaton should each receive **fifty-**
two and one-half (52.5) hours pay at time and one-half and three (3)
hours pay at double time because of their loss of work opportunity.

OPINION OF BOARD: This claim is based on an alleged violation of
the Agreement by Carrier when it utilized a signal
Gang Foreman and a signal Maintainer to perform overtime work in
connection with the installation of a **new** signal system. It is the

position of the Organization that the claimant Signal Gang Signalmen should have been called for the work in **that** they had been performing installation work during their regularly assigned hours.

The Claimants have relied **on** the rules setting forth the qualifications for the various positions **(1-6)**, the seniority rule (28) and the bulletin rule (54) as the contractual basis for their claim.

Nothing in the rules cited, or in the Agreement as a whole for that matter, prohibits the **assignment** of the overtime work in question as done by the Carrier in the instant matter. There has been no showing that the work in question was reserved to the Claimants as opposed to other **employees** under the **Agreement**. **None** of the rules cited **is a** work **reservation** rule.

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;

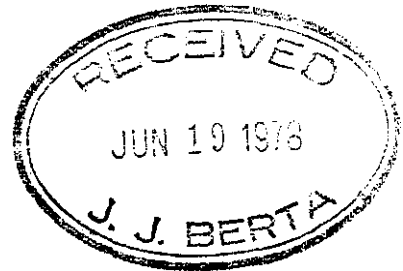
That the Carrier and the **Employees** involved in this dispute are respectively Carrier and **Employees** within the meaning of the Railway Labor Act, as approved June 21, 1934;

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: A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 31st day of May 1978.