

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Consolidated Rail Corporation

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Consolidated Rail Corporation (Conrail):

On behalf of G. L. Eisner, 04581 Maintainer C. & S., with headquarters at Cola C. & S. building, Columbia, PA.

A. Claim that the Company violated the current Agreement between Consolidated Rail Corporation and Brotherhood of Railroad Signalmen, particularly APPENDIX 'P' Rule 6, when on October 21, 1985, they used Maintainer R. E. Everetts to clear switch trouble when 115 switch failed to reverse at C.P. Shocks, MP 45.4, Enola Branch and not G. L. Eisner who is the regular assigned Maintainer.

October 21, 1985

12:15 A.M.

3 hours

B. Claim that since G. L. Eisner, was not given the opportunity to perform the extra duty mentioned above, that he be paid (3) hours at the time and half rate of pay for his present position which is stated above."
(Carrier file SD-2257)

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

An employee other than the Claimant was called to perform repair on a switch at C. P. Shocks commencing at 12:15 A.M. on calendar day October 22, 1985. The Organization argues that the Claimant was the employee entitled to such work based on Appendix "P", Rule 6. The Claim, however, referred to work performed on October 21, 1985.

The Carrier's sole response on the property was that, since no such work was performed on October 21, 1985, the Claim was defective. The Organization demonstrated that the employee performing the work had reported the time involved in the switch repair as overtime for his work day of October 21, 1985.

It was well accepted that Claims must be accurate and specific in their allegations of Agreement violation in order to provide the Carrier with the proper opportunity to review the cited violations and respond thereto. In this instance, however, the Board finds the Carrier's defense insufficient. From the record, it is clear that the particular repair was identified, and the Carrier was aware of who performed the work. The employee performing the work reported it, as noted above, as part of his October 21, 1985, duty. The fact that the Claim failed to note that the work commenced 15 minutes after midnight October 21, 1985, is not a fatal flaw.

Since the Carrier did not deny that the Claimant was the proper employee to call, the Claim stands on the Organization's position and will be sustained. In its submission, the Carrier disputes premium pay as the proper remedy. Since this was not raised on the property, the Board follows the general practice on this Division and will sustain the Claim on remedy as presented.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Bever - Executive Secretary

Dated at Chicago, Illinois, this 16th day of December 1988.