

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 29651
Docket No. SG-30151
93-3-91-3-644

The Third Division consisted of the regular members and in addition Referee Hugh G. Duffy when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Norfolk & Western Railway

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood of Railroad Signalmen on the Norfolk Southern Corporation (N&W):

1. Claim on Behalf of Brother R. H. Cline, for payment of twenty-nine (29) hours pay, at his punitive rate of pay, account of Carrier violated the current Signalmen's Agreement, as amended, particularly, Rule 306(k), when it used a Signal Employee assigned to a Regional Signal Maintenance Crew to perform overtime work on his aligned territory on his rest days, April 7th and 8th, 1990." Carrier's File No. SG-ROAN-90-14. GC File No. SG-ROAN-90-14. BRS File Case No. 8511. N&W. NRAB No. 4458. (Notice date: 11-15-91).

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 employe 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.

Signalman L. Perry, assigned to a Regional Signal Maintenance Crew, performed overtime work on April 7 and 8, 1990 while working on a project involving the removal of obsolete signal equipment. The Organization argues that Claimant should have been called to perform this overtime work on his assigned territory.

The Carrier asserts that the work in question has been regularly handled by construction gangs or maintenance forces, and cites a letter of understanding between the parties dated January 20, 1984. The letter reads in pertinent part as follows:

"It is understood that the primary duties of employees assigned to positions on the Regional Maintenance Force will be to follow track production work and perform extraordinary signal maintenance work. They will not take the place of a regular assigned signal maintainer except when used for vacation or other relief work. It is understood that overtime service required on a signal maintainer's territory will be handled in accordance with Rule 306(K). However, employees assigned to positions on the Regional Signal Maintenance Force will perform overtime service in work to which they have been assigned."

Given the clear language of this letter of understanding, and the lack of any evidence in the record that the work in question has not been regularly performed by construction gangs or maintenance forces as asserted by the Carrier, we conclude that the Organization has failed to carry its burden of proof in this matter and will therefore deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Bever - Secretary to the Board

Dated at Chicago, Illinois, this 7th day of June, 1993.