

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert A. Franden, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

**PENN CENTRAL TRANSPORTATION COMPANY
NORTHEASTERN REGION**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Boston and Albany Railroad (New York Central Railroad Co., Lessee) on behalf of:

Mr. J. Angell, Signal Maintainer on Section #3, for 6 hours pay at his time and one-half rate on May 30, 1969, because others were called to perform work to which he had preference.

[Carrier' File: 114-B]

EMPLOYEES' STATEMENT OF FACTS: There is an agreement between the parties to this dispute bearing an effective date of April 1, 1952, as amended, which is by reference made a part of the record in this dispute.

Claimant J. Angell is regularly assigned as Signal Maintainer on Carrier's Signal Section #3.

It has been past practice to call the signal maintainer for trouble on his assigned territory.

On the night of May 30, 1969 trouble was reported on Claimant Angell's assigned territory—and Leading Signal Maintainer Higgins and Signal Maintainer Tomasetti, who are regularly assigned to Carrier's Signal Section #2, were called and used to clear the trouble. Leading Signal Maintainer Higgins picked up Signal O'Donnell and used him on the trouble.

Claimant Angell was available but not called for service on his assigned territory.

Carrier asserts that an attempt to contact Mr. Angell was made, but offered no proof of its assertion.

Claimant Angell contends his telephone was not out of order the night of May 30—that it was in good working order, and offers as proof the fact that Carrier called him by the use of his telephone during the time work here involved was being performed by other signal employees on his assigned territory. (See Brotherhood's Exhibit No. 9) The call was for Claimant Angell

OPINION OF BOARD: This is a claim based on the alleged failure of Carrier to call Claimant to perform work to which he had a preference. The Carrier alleges that an attempt was made but that the Claimant's phone was out of order. Claimant denies this alleging that his phone was in good working order at the time in question.

The record contains a statement from a Carrier officer stating that on the night in question he attempted to call Claimant but "could not get through." The statement filed by the Claimant sets forth that his phone was working and that he received other calls on the night in question.

The conflict is irreconcilable from the record. Accordingly, we must hold that the Claimant failed to meet his burden of proof.

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 Employee involved in this dispute are respectively Carrier and Employee 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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 10th day of December 1971.