

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20379
Docket Number SG-19487

John H. Dorsey, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(George P. Baker, Richard C. Bond, Jervis Langdon, Jr.
(and Willard Wirtz, 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 New York Central Railroad Company (Buffalo and East) that:

(a) Carrier violated the Signalmen's Agreement, particularly Sections 18 (k) and 35, when, on dates specified herein, below improper assignments were made at Interlocking DV, and at Interlocking NW.

(b) Carrier pay to Signal Maintainer C. K. Kiernan additional time equal to eight (8) hours at his overtime rate for each date -- July 21, 22, 23, 24, 25, 28, 29, 30, and 31; and August 1, 1969. Carrier also pay to Signal Maintainer George Jaccino additional time equal to eight (8) hours at his overtime rate for each date -- July 14, 15, 16, 17, and 18; and August 11, 12, 13, 14, 15, 18, 19, 20, 21, and 22, 1969, as a consequence of the violation.

OPINION OF BOARD: Carrier's Hudson Division is divided into Sub-Divisions one of which is the Electric Sub-Division involved in this dispute. The Electric Sub-Division is further divided, for signal maintenance purposes, into Sections each having as its employees' headquarters a Signal Station identified by alphabetical letters (i.e., SS-10, etc.). In addition there is a gang of Signal Maintainer employees identified as "Section X". The employees in "Section X" are assigned to cover emergency calls and otherwise assist the Signal Maintainer employees at the various Signal Station Sections on the entire Electric Sub-Division.

On the claim dates a Signal Maintainer who was regularly assigned to "Section X", as a first shift employee, was assigned to work the first shift on either Section SS-DV or SS-NW at times specified in the Claim when either of the regular assigned Signalmen at such Signal Station Sections were on vacation.

Regularly assigned Signal Station employees on the second shift of DV and NW, Claimants herein, filed claim that Carrier violated Sec. 18 and Sec. 35 of the Agreement when it failed to assign them to perform the work on the first shift, in their respective Section, on the claim dates.

Sec. 18(k) of the Agreement which appears under the caption "Hours of Service" reads:

"(k) Where work is required by the carrier to be performed on a day which is not a part of any assignment, it may be performed by an available unassigned employee who will otherwise not have 40 hours of work that week; in all other cases by the regular employee." (Emphasis supplied)

The record reveals no evidence of violation of this Sec. 18(k).

Section 35 of the Agreement reads:

"Sec. 35. Employees shall not be required to suspend work during regular working hours to absorb overtime." (Emphasis supplied).

There is no showing in this record that either Claimant was required to suspend work during his regular working hours to absorb overtime. For reasons stated in our Award 16611, we find that Carrier did not violate Sec. 35.

In its Submission the Organization states:

"There is no dispute between the parties, evidenced by the record, that other than regular employees might be used in the present circumstances; the dispute has been in a difference of positions regarding who are such regular employees. The employees maintain that in these circumstances it can only be other employees headquartered at the same Signal Station, and our position is supported by several of our exhibits attached to this submission."

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 dispute involved herein; and

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Carrier did not violate the Agreement.

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 6th day of September 1974.