

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21231
Docket Number SG-21008

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Robert W. Blanchette, Richard C. Bond and John H.
(McArthur, 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-Lines West of Buffalo (now Penn Central Transportation Company):

System Docket W-39
Southern Region - Southwest Division

(a) Carrier violated the current Signalmen's Agreement Rule 13(1), when it required and or permitted the Signal C&R forces now working at Kent Interlock, Marion, Indiana, to work overtime at Kent on the night of November 5, and morning of November 6, 1973 thereby depriving the regular assigned employe of the opportunity to earn the compensation and perform the work regularly assigned to his position.

(b) Carrier now be required to compensate Mr. Hartsock in the amount of 8 hours overtime and 8 hours double time, this being the amount he would have earned had he been permitted to perform the regularly assigned work.

OPINION OF BOARD: Carrier assigned gangmen to perform overtime in Claimant's territory. Claimant, a Signal Maintainer, asserts a violation of:

"(1) 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 employe who will otherwise not have 40 hours of work that week; in all other cases by the regular employe.

NOTE: The expressions 'positions' and 'work' used in this rule refer to service, duties, or operations necessary to be performed the specific number of days per week, and not to the work week of individual employes."

"1. That the carrier may establish Signal Construction and Repair gangs to perform such work as may be required throughout the territory covered by the Northern, Western and Southern Districts. These gangs will not replace basic maintenance forces. However, C&R gangs may work with or supplement such forces."

Carrier denies a violation, stating that the switch machines were in the construction or installation stage at the time of the alleged violation, rather than being in service. We concur, and under those circumstances, the employee's claim is inappropriate.

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. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 14th day of September 1976.