

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21765
Docket Number SG-21869

James F. Searce, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(The Baltimore and Ohio Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Baltimore and Ohio Railroad Company:

The Signalmen's Agreement has been violated particularly Rule 41 (e). Claim (a):

The Carrier violated the Signalmen's Agreement when on June 18, 1975 the Maintenance unit with headquarters at Greene Junction, Pa. were assigned to perform work on job AFE 23731 at Ohiopyle, Pa. road crossing.

(b): William F. Hogan, I. D. No. 1414551, Robert L. Walker, I. D. No. 1403988, Donald W. Caldwell, I. D. No. 1414550, Robert L. Daniels, I. D. No. 1506116, Ronald D. Hall, I. D. No. 1205167 and Thomas P. Murtaugh, I. D. No. 1512555, now be allowed the arbitrary which is clearly stated in Rule 41 (e). (Carrier file: 2-SG-458)

OPINION OF BOARD: The claimants in this case were hourly rated employees assigned to the Carrier's Signal Department Maintenance Unit with assigned headquarters at Greene Junction, Pennsylvania. During the period of the claim (June 18 to 30, 1975) claimants were transported on each work day from their headquarters at Greene Junction to Ohiopyle, Pennsylvania, where they performed signal department work in connection with the relocation and rebuilding of a grade crossing at that location. The claim as outlined in the subject of this docket ensued.

Rule 41(e) as referred to in the subject hereof provides as follows:

"(e) When headquarters of hourly rated employees assigned to work, other than work of regular maintenance forces, are established at:

Baltimore	on the	Baltimore East
Points of Rocks		Baltimore West
Cumberland		Cumberland
Grafton		Monongah
Rockwood		Pittsburgh East
Pittsburgh		Pittsburgh West

Punzsutawney	Buffalo
Cincinnati	Ohio
North Vernon	St. Louis East
Flora	St. Louis West
Dayton	Toledo
Newark	Newark
Newton Falls	Akron
Garrett	Chicago

No arbitraries will be allowed, whether or not camp cars are furnished.

"When headquarters of such employees are established at other points and no camp cars are furnished, an arbitrary of \$3.00 will be paid each employee for each calendar day worked or held at such headquarters, except that an employee bidding from the regular assigned maintenance forces on a position of the same or lower class will not receive the arbitrary unless the headquarters are 25 rail miles or more from his last headquarters.

"It is within the discretion of the Company whether to furnish camp cars or to pay the arbitrary specified above."

The second paragraph of this section (e) of Rule 41 is the kernel of the instant dispute.

Limiting our findings to the specific circumstances here involved, we can conclude only that the use of the Maintenance Unit forces to perform Signal Department work as was done in this case does not violate or otherwise involve any of the provisions of Rule 41(e). Therefore, the claim as here presented is without merit and is denied.

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

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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. Paulse
Executive Secretary

Dated at Chicago, Illinois, this 14th day of October 1977.