

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22069
Docket Number SG-22011

Robert A. Franden, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Consolidated Rail Corporation
((Former Penn Central Transportation Company)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the former New York, New Haven and Hartford Railroad Company:

Case No. BRS NH-27

Claim on behalf of W. J. Lindopp and R. S. Eaton, the senior signalmen in the Providence, Rhode Island, signal gang, Boston Seniority District Roster, for compensation at the signalman's overtime rate for the following amounts of overtime worked by Maintainer W. Pacelt and Signal Gang Foreman E. Mernick:

Maintainer Pacelt at Mansfield	Foreman Mernick at Providence
April 21, 1975 - 4 Hours at time and one-half	----- Same
April 22, 1975 - 7.5 Hours at time and one-half	----- Same
April 23, 1975 - 7.5 Hours at time and one-half	----- Same
April 24, 1975 - 7 Hours at time and one-half	----- Same
April 25, 1975 - 8 Hours at time and one-half	----- Same
April 25, 1975 - 1.5 Hours at double time	----- Same
April 26, 1975 - 4 Hours at time and one-half	----- Same
April 29, 1975 - 8 Hours at time and one-half	----- Same
April 29, 1975 - 1.5 Hours at double time	----- Same
April 30, 1975 - 6.5 Hours at time and one-half	----- Same

Totals 52.5 Hours at time and one-half
3. Hours at double time

Mr. W. J. Lindopp and Mr. R. S. Eaton should each receive fifty-two and one-half (52.5) hours pay at time and one-half and three (3) hours pay at double time because of their loss of work opportunity.

OPINION OF BOARD: This claim is based on an alleged violation of the Agreement by Carrier when it utilized a signal Gang Foreman and a signal Maintainer to perform overtime work in connection with the installation of a new signal system. It is the

position of the Organization that the claimant Signal Gang Signalmen should have been called for the work in that they had been performing installation work during their regularly assigned hours.

The Claimants have relied on the rules setting forth the qualifications for the various positions (1-6), the seniority rule (28) and the bulletin rule (54) as the contractual basis for their claim.

Nothing in the rules cited, or in the Agreement as a whole for that matter, prohibits the assignment of the overtime work in question as done by the Carrier in the instant matter. There has been no showing that the work in question was reserved to the Claimants as opposed to other employes under the Agreement. None of the rules cited is a work reservation rule.

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 Employes involved in this dispute are respectively Carrier and Employes 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. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 31st day of May 1978.