

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24956
Docket Number SG-25043

Hyman Cohen, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(The Long Island Rail Road Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on The Long Island Rail Road: (Case SG-28-81)

On behalf of Signal Maintainer John Caputo for eight hours' overtime pay for July 11, 1981, plus differential, account Carrier assigned Assistant Signalman Paul Santini to work with a Signal Inspector in violation of Agreement Rules 26 and 42.

OPINION OF BOARD: Due to an excessive amount of cable repair and meggaring that was needed at its facility in Babylon, the Carrier assigned a crew for meggaring cable that included a Signal Inspector and Assistant Signalman Santini for the overtime assignment on July 11, 1981. The Organization contends that the Carrier is required to assign a qualified employee in the mechanic class (Signal Maintainer Caputo) instead of Assistant Signalman Santini who was an employee in training. On behalf of Signal Maintainer Caputo the Organization has filed the instant claim for eight (8) hours overtime pay for July 11, 1981 "plus differential."

The term "meggaring" is used in the railroad industry to characterize the testing of insulation resistance of signal circuits by two employees who are located at opposite ends of the cable. Consistent with Rule 26, Assistant Signalman Santini worked "with and under the direction of" Signal Inspector Hull inasmuch as they were in radio communication with each other at all times. Thus, the Organization's contention that a safety hazard was created is without merit since the actions of Assistant Signalman Santini were monitored and supervised. Furthermore, no Rule in the Agreement requires that meggaring cable is to be performed by qualified Signalmen or that a meggaring crew is required to consist of two (2) qualified Signalmen. Accordingly, the Organization failed to prove that the Carrier violated Rule 26.

As a final matter, the Board concludes that since the instant dispute does not involve predetermined overtime as defined in Rule 42, the seniority provisions of the Agreement are not applicable.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 14th day of August 1984.

