

The Third Division consisted of the regular members and in addition Referee John B. LaRocco when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(CSX Transportation, Inc.
((former C&O-Pere Marquette District)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Chesapeake and Ohio Railroad Company (C&O):

(a) Carrier violated the parties Communication Agreement, particularly Communication Scope Rule 1 and Addendum 11 when on or about February 26 and 28; March 1, 5, 12, 14, 18, 19, 20 and 25; and April 1, 4, 5 and 12, 1986, Carrier called or otherwise allowed Signal Department employee P. H. Franzel to perform work accruing to Communication employees within the assigned territorial limits of C&S Force 1814 (headquarters at Saginaw, Michigan) and Force 1816 (headquarters at Marlette, Michigan).

(b) Carrier should now be required to compensate C&S Maintainer R. G. Robertson for a total of 43 3/4 hours at his punitive rate of pay of \$19.89 per hour due to a loss of earning and work opportunities, such time and dates as follows:

<u>Date</u>	<u>Work Location</u>	<u>Time Worked</u>	<u>Total Hours Worked</u>
Feb. 26	M51, Ruth	8:30 - 10:30 PM	2
Feb. 28	Fairgrove, MI	1:00 - 4:30 AM	3 1/2
March 1	Wadham Road	4:30 - 7:30 PM	3
March 5	MI Ave.&River Rd.	5:30 - 9:45 PM	4 1/4
March 12	Harbor Beach	6:30 - 9:00 PM	2 1/2
March 14	Dover Rd. Maryville	7:00 to 10:30 PM	3 1/2
March 18	Maryville, M24	12:30 - 3:30 AM	3
March 19	Maryville, MI Ave.	12:30 - 3:30 AM	3
March 20	Maryville, MI Ave.	5:15 - 7:30 AM	2 1/4
March 25	Port Huron	11:20 PM - 2:20 AM	3
April 1	Elkton	2:20 - 5:20 PM	3
April 4	Elkton	4:30 - 8:15 PM	3 3/4
April 5	Maryville	7:30 - 11:30 AM	4
April 12	Fairgrove	12:45 - 3:45 AM	3
Grand Total Hours			43 3/4"

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

According to the Organization, the Carrier improperly called a Signal Maintainer with Signal Maintenance Unit Force 1642 to perform overtime work belonging exclusively to communication employees on fourteen dates between February 26, 1986 and April 12, 1986. The Organization charges that the Carrier violated Rules 1, 104(b), 208 as well as Addendum 11 of the September 1, 1982 Communications Agreement.

Rule 208 of the applicable Agreement reads:

"Employees who are subject to call because of requirements of the service will notify the person designated by the Management where they may be called and will respond promptly when called. Unless registered absent, regular assignee will be called."

On each claim date, the Carrier first called the Communication and Signal Maintainer covering the particular territory, either Force 1814 or Force 1816, to repair signal malfunctions. After learning that the regularly assigned Communication and Signal Maintainer was unavailable, the Carrier called a Signal Maintainer from Force 1642.


The Carrier fully complied with Rule 208 when it initially called the regularly assigned Communication and Signal Maintainer to repair signal line problems. Rule 208 is silent concerning who is to be called when the regularly assigned Communication and Signal Maintainer is registered absent or unavailable. The Organization has neither cited any rule prohibiting the Carrier from next calling a signal maintainer from the signal force covering the applicable territory nor demonstrated a past practice of calling a Signal Maintainer-Lineman to perform the disputed work. Addendum 11, which refers solely to communication and signal maintainer positions rather than signal work, only provides that certain signal functions on designated territories will be performed by Communication and Signal Maintainers until the positions are converted to signal positions. There is nothing in Addendum 11 that requires the Carrier to call a Communications Maintainer-Lineman to perform overtime service to repair a signal problem.

Inasmuch as this Board is denying this claim, we need not address the Carrier's argument that Claimant, a Communication Maintainer-Lineman (Force 1815) at Saginaw, Michigan, held no right to work on the territories where the signal malfunctions arose.

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 28th day of August 1990.