

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 31645  
Docket No. SG-31508  
96-3-93-3-489**

**The Third Division consisted of the regular members and in addition Referee James E. Mason when award was rendered.**

**(Brotherhood of Railroad Signalmen  
PARTIES TO DISPUTE: (  
(Consolidated Rail Corporation**

**STATEMENT OF CLAIM:**

**"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Consolidated Rail Corporation (Conrail):**

**Claim on behalf of D.C. Wadsworth for payment of three hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Appendix "P", when it failed to call the Claimant for overtime service on Section 17 at Selkirk, New York, on February 6, 1992, and instead assigned another employee, depriving the Claimant of the opportunity to perform the required work. Carrier's File No. SG-490. General Chairman's File No. RM2345-80-992. BRS File Case No. 9190-CR."**

**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 employee 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.**

The Claimant in this case was regularly assigned to a Signal Maintainer position on the first shift with assigned hours of 7:00 A.M. to 3:30 P.M. On the claim date at approximately 5:35 P.M., Carrier experienced a problem with a switch requiring the services of a Signal Maintainer. Carrier used a Signal Maintainer who was on duty and under pay on the second shift to perform the necessary repairs on the malfunctioning switch. The Organization initiated a claim on behalf of the first shift Maintainer alleging that because the malfunctioning switch was within his assigned work section, he should have been called from the overtime list to perform the required repairs.

From the Board's review of the record of this case, it is apparent that the provisions of the overtime call list Agreement are not applicable in this case. Carrier properly used a Maintainer who was on duty and under pay to perform the required Maintainer's work. There is no basis for this claim and it is denied.

**AWARD**

**Claim denied.**

**ORDER**

**This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division**

**Dated at Chicago, Illinois, this 29th day of August 1996.**