

The Third Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(  
(CSX Transportation, Inc. (former L&N)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSXT.L&N Railroad:

Claim on behalf of D.B. Little, for payment of 33 hours 30 minutes of pay at his punitive rate of pay, account of Carrier violated the current Signalmen's Agreement, as amended, particularly, Rules 8 and 18 (f), when it did not call him for overtime work on certain dates during March, April and May of 1989." Carrier file 15(89-51). BRS file Case No. 8023.

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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, at the time of this Claim was "an assistant in training" or apprentice signal maintainer. The essence of the Claim is the basic assertion of the Organization that the Carrier was required to have the Claimant called each time that the Maintainer is called for work outside of his assigned hours.

There are two basically relevant points to this dispute. First, the Parties' Training Agreement of December 20, 1974, provides for 130 eight-hour days of work for employees such as the Claimant. Rule 18(f) states:

"(f) Effective May 6, 1966, it is agreed that signal maintainers when called outside regular working hours to clear signal trouble or do other emergency work will use their regularly assigned helpers or assistants when in the judgment of the maintainer their help is needed."

Therefore, the Maintainer may decide whether he needs assistance in performing work outside of the regular working hours.

Second, in the instant case, the Carrier instructed the Maintainer to no longer call out his assistant unless manual labor was to be performed. The Carrier, in its denial letter, in pertinent part stated:

" . . . The Local Chairman's allegation that Mr. Brown needed assistance on these trouble calls is self-serving at best. The Local Chairman's allegation is not evidence that Mr. Brown actually needed help or even that Mr. Brown said he did."

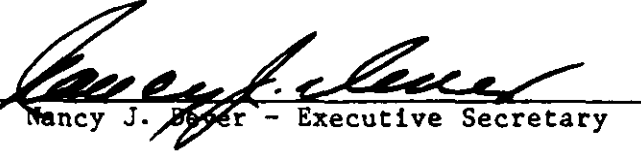
The Carrier's statement went unrebutted and, therefore, stands as fact. On that basis, the Claim is denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Bever - Executive Secretary

Dated at Chicago, Illinois, this 7th day of May 1992.