

Award No. 12635
Docket No. SG-11778

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Bernard J. Seff, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad Company that:

(a) The Carrier violated the current Signalmens' Agreement, as amended, particularly Rule 17 (d), when it permitted Signalman P. E. Brock to perform eight hours work on Saturday, September 20, 1958, in New Boyles Yard, Boyles, Alabama, on which date a senior employe assigned to the same headquarters as Mr. Brock was available but was not called.

(b) The Carrier should now compensate Signalman M. W. Pressnell for eight hours at his overtime rate of pay for September 20, 1958, because of this violation, as he was the senior signalman at Boyles on that date.

EMPLOYEES' STATEMENT OF FACTS: Prior to September 20, 1958, Messrs. M. W. Pressnell and P. E. Brock, with Signalman seniority dates of February 7 and September 6, 1943, respectively, had been assigned to signal maintenance positions at New Boyles Yard, Boyles, Alabama, with headquarters at Maintainer's building. The bulletins on which these employes were so assigned stated those receiving the assignments would work in Boyles Yard gangs until actually placed on maintenance duties.

On Saturday, September 20, 1958, the Carrier required Mr. P. E. Brock to work eight (8) hours at New Boyles Yard, for which it paid him the overtime rate of pay. On that date, Messrs. Pressnell and Brock had not yet been placed on specific maintenance duties. As Signalman Pressnell was the oldest Signalman in New Boyles Yard gangs on that date, he presented the following claim, dated September 26, 1958, to Mr. W. G. Ray, Signal Supervisor:

"On September 20, 1958 rule 17-D of the 'Signal Departments Agreement' was violated when P. E. Brock worked signalman's job 8 hours overtime at time and one-half rate at New Boyles Yard, Boyles, Ala.

the senior of this group. Signalman Pressnell had been customarily working with another group in the field. In the circumstances, the use of Mr. Brock was not violative of the provisions of Rule 17 (d) as you contend.

This confirms our declination of the claim during conference March 27.

Yours truly,

/s/ W. S. Scholl
Director of Personnel"

The agreement involved became effective February 16, 1949, and has been revised to October 1, 1950. Copies of the agreement are on file with the Third Division.

POSITION OF CARRIER: The claim is predicated on the contention that the signalmen's agreement was violated, particularly Rule 17 (d), when Signalman Brock was used to perform work on Saturday, September 20, 1958, instead of Signalman M. W. Pressnell, a senior employee.

Rule 17 (d) reads as follows:

"When overtime service is required of a part of a group of employes who customarily work together, the senior available employes of the class involved shall have a preference to such overtime if they so desire."

As evidenced by Bulletins Nos. 243 and 244, heretofore quoted, there were two groups assigned in the Boyles Yard which worked separately and independently of each other.

Signalman Brock was assigned to that group which consisted of four signal maintainers and two signal helpers whose work was in connection with the installation and maintenance of the retarder facilities.

Claimant, Signalman Pressnell, was assigned to that group which consisted of a signal maintainer and assistant signal maintainer whose work was in connection with the installation and maintenance of yard switches, indicators and connecting signals and interlockings.

On the date involved, it was necessary to use a qualified man on the retarder machine and Signalman Brock was the senior qualified man of the group whose work involved the retarder machine.

Claimant Pressnell had not been working with the group whose work involved the retarder machine and was, therefore, not entitled to be called for the work involved on date of claim. Furthermore, Claimant Pressnell was not qualified to work the retarder machine on the date involved.

Carrier, therefore, submits it is evident there has been no violation of Rule 17 (d) or any other rule of the agreement for which reason the claim should be denied.

OPINION OF BOARD: The claim herein is predicated on the contention that a junior employee was used to perform eight hours' work on Saturday,

September 20, 1958, in Carrier's New Yard, Boyles, Alabama, when the Claimant, a senior employe assigned to the same headquarters, was available but not called to perform the work.

The controlling rule is 17 (d) of the applicable Agreement, which reads:

"(d) When overtime service is required of a part of a group of employes who customarily work together, the senior available employes of the class involved shall have a preference to such overtime if they so desire."

Based upon the entire record, the Board finds that two groups of employes were assigned in Boyles Yard, which worked separately and independently of each other, one group with assigned territory being specified as "Retarder Yard", and the other group with assigned territory as "Yard Switches, Indicators, and Connecting Signals and Interlockings."

Signalman P. E. Brock, who was used to perform the work on the date involved, which was work on the retarder machine, was the senior signalman in the group assigned to the "Retarder Yard" and under Rule 17 (d) was entitled to perform the work. The claim will, therefore, be denied.

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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 19th day of June 1964.