

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20009
Docket Number SG-19666

Irwin M. Lieberman, Referee

(Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE: (

(Kansas City Terminal Railway Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Kansas City Terminal Railway Company:

On behalf of Signalman - Maintainer F. L. Carver for seven (7) hours pay at the rate of \$6.00 per hour, account junior man called to perform overtime from 3:00 p.m. to 10:00 p.m., on August 20, 1970. (Carrier's File: SG-1.71.180)

OPINION OF BOARD: On August 20, 1970, Claimant and Signalman Edwards, both Signalmen and Maintainers, were assigned to a Signal maintenance and construction gang with work hours of 7:00 A.M. to 3:00 P.M. Claimant was senior to Edwards. The record indicates that there was no regular daytime Travelling Signal Maintainer; this position was filled on a daily rotating basis by designation.

On the date above, Edwards was the designated Travelling Signal Maintainer; he was held overtime to complete a maintenance job, for thirty minutes. At 3:20 P.M. a derailment occurred and Edwards was held over to assist the second trick Travelling Signal Maintainer, working 6½ hours additionally, until 10:00 P.M. There is no contention that this arrangement was improper except with respect to the work related to the derailment.

Petitioner argues that inasmuch as Claimant was senior to Edwards he had a prior right to the derailment work and should have been called back to service to perform it. Rule 310(e) is cited, and reads as follows:

"(e) When overtime or double time service is required of a part of a gang, or group of employees, the senior employees of the gang or group of employees, of the classification involved, who are available and desire the work, shall have preference to such work and shall be used."

The Carrier contends, inter alia, that Edwards was the only employee in the "group" designated to perform maintenance work. He also was the only employee available at 3:20 P.M. when services of an additional travelling-maintainer were needed, and was used properly, according to the Carrier.

The absence of any complaint concerning the overtime work for which Edwards was originally held over tends to lend support to the Carrier's position. If it was not improper to give such over-time maintenance work to Edwards, then it does not appear that it was improper to further hold him over to assist the second trick maintenance employee. The claim will 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 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:

A. W. Paulsen
Executive Secretary

Dated at Chicago, Illinois, this 31st day of October 1973.