NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 21775

THIRD DIVISION Docket Number SG-21728

George S. Roukis, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Missouri Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Missouri Pacific Railroad Company:

On behalf of Signalman T. W. Scarbrough, assigned to signal gang headquartered in Little Rock, Arkansas, for 8 hours at his time and one-half rate, and three hours at his double time rate, for February 5, 1975, account junior signalman from the same gang, G. D. Palmer, called to perform repairs at the scene of a derailment at North Little Rock, Arkansas, in violation of Rules 306 and 307 of the Signalmen's Agreement. /Carrier's file: B 225-674/

OPINION OF BOARD: In essence, this dispute centers around the application of Rule 307 of the agreement between the parties, which reads as follows:

> "PREFERENCE TO OVERTIME: When overtime service is required of a part of a gang or group of employes, the senior employes of the gang or group of the class involved who are available and desire the work will be given preference to it, when practicable to do so."

Claimant, a signalman senior to a signalman used on February 5, 1975 to repair signals damaged by a train derailment in North Little Rock, contends that he should have been called and given preference for this work under Rule 307.

The real crux of the dispute is whether Claimant had indicated a desire to perform overtime work. Carrier contends that Claimant had told his Signal Foreman that he did not want to be called for overtime service unless no other signalman could be reached. This appears to have been a blanket request, made verbally, at some previous time. On the other hand, Claimant contends that he never made such a request.

We are thus left with conflicting evidence and must apply the provisions of Rule 307, an uncomplicated rule, reasonably in light of this evidence. We believe the intent of the rule is obvious - to provide overtime work for those employes desirous of it. We also believe that Carrier, to reasonably apply the agreement, should have some simple

method of keeping a written record of who is and who is not desirous of working overtime calls such as the one here in question. The employes would simply indicate their interest or lack of interest once, and it would be recorded and not subject to further alteration until an employe might subsequently change his mind. We are not writing a new rule for the parties, we are simply suggesting a procedure they might follow to avoid future disputes such as the one here in question,

In the instant case, Claimant insistently contends that he never told his Signal Foreman he did not desire to be called for all overtime work. Based on the foregoing and our previous discussion of the Rule in question, we believe Rule 307 was violated. However, it is further uncontroverted that Claimant, for the past year, had not worked any overtime and that payroll records show junior employes had worked overtime. Never before the instant dispute did Claimant assert his rights under the rule, and, for this reason, we will not allow him the compensation sought in the claim.

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 violated.

A W A R D

Claim sustained to the extent indicated in our opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 31st day of October 1977.