

RATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22302
Docket Number SG-22117

Robert A. Franden, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(The Long Island Rail Road Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Long Island Rail Road:

Claim 5X2-18-76

A. Carrier violated the current agreement when it deprived claimants Mr. W. P. Keller IBM#11896 and Mr. C. D. Lawing IBM#10083, **Communications** Technicians who occupy positions in the communications installer gang #31, **pre-determined** overtime on carrier's right of way (Montauk Branch) between Freeport, N. Y. and Babylon, N. Y. on March 27, 28 and 29th 1976. Employees from other **communications** gangs worked on the aforementioned dates, but did not work on the project (rule 261 signal revision) prior to March 27, 28 and 29th 1976. The provisions of the **pre-determined overtime** rule appear below for ready reference:

PBE-DETERMINED OVERTIME RULE

1. When a portion of a particular gang must be worked on pre-determined overtime, those with the greatest seniority will be given the first opportunity on the following basis:
 - a. That such **employees** are able and qualified for the particular job.
 - b. That such **employees** are members of the gang working on the project prior to the overtime date.
 - c. That the scheduled overtime is a continuance of the project worked prior to the overtime date.

B. Carrier should now be required to compensate the claimants **communication** technicians aforementioned sixteen hours (16) at time and one half their regular rate, which is \$8.2379 per hour, In addition there is a weekend differential of 10% for sixteen hours (16)."

OPINION OF BOARD: This claim was filed on behalf of two communications technicians who are alleged to have been deprived of certain **overtime work** properly assigned to them under the pre-determined **overtime** rule (**Rule 42**).

"**RULE 42 -- PRE-DETERMINED OVERTIME**

1. When a portion of a particular gang must be worked on pre-determined **overtime**, those with greatest seniority will be given first opportunity on the following basis:

- (a) That such employes are able and qualified for the particular job;
- (b) That such employes are members of the gang working on the project prior to the overtime date; and
- (c) That the scheduled overtime is a continuance of the project worked prior to the **overtime** date."

Factual basis for the instant claim is as follows:

A **new automatic** signal system was being installed by the carrier during the time in question. The communications technicians were used to perform certain **communications** installation work. On the claim dates **communications** maintainers were called to be available to provide maintenance for the system should that be required.

Under **Rule 42** the claimants would be entitled to the work if (1) they were members of the gang working on the project prior to the **overtime** date or (2) the work was a continuance of the project work prior to the overtime date. Such is not the **case in** the instant matter. We were persuaded that the **communications** technicians had completed their installation work and that the work in question properly fell into the category of maintenance. It is clear that two distinct groups of employes were maintained and that the carrier assigned the work in question to the proper group.

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. Pauls*
Executive Secretary

Dated at Chicago, Illinois, this **22nd** day of February **1979**.