

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

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Consolidated Rail Corporation (Conrail))

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Consolidated Rail Corporation (CONRAIL):

On behalf of R. M. Tomczyk for 10 hours' pay at his punitive rate of pay account of the Carrier violated the current Signalmen's Agreement, as amended, particularly, Rule 5-A-2 (a), when it used a junior employee to perform overtime work on Friday, September 20, 1985, at the Pittston Signal Shop. Carrier file SD-2250."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees 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.

At issue in this case is the meaning of Rule 5-A-2(a) of the parties Agreement:

"5-A-2. (a) When it is known in advance of the end of a tour of duty that a portion of a gang is to be worked on a subsequent tour of duty (not a part of their regular assignment) or continuous with the current tour of duty, those with the greatest seniority in the class who were actually performing the work prior to the overtime will be given the first opportunity for the overtime."

On September 20, 1985, an employee junior to Claimant performed ten hours of overtime work at the Pittston Signal Shop. Claimant alleges that he asked on September 19, 1985, if there was overtime scheduled for September 20, 1985, and was told that there was not. He also maintains that overtime was offered on a daily basis and that the junior employee did not work overtime on September 19, 1985.

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Carrier maintains that Claimant was offered the opportunity to work inventory all week and refused. Since the junior employe did so, he was entitled to fill the overtime vacancy on September 20, 1985.

Despite this disagreement as to what occurred, it appears from the record that Claimant did not dispute the overtime inventory work performed by the junior employe during the earlier part of the week. The language of Article 5-A-2(a) is clear: "...those with the greatest seniority in the class who were actually performing the work prior to the overtime will be given the first opportunity for the overtime." Since the junior employe was doing the inventory work, the overtime position on September 20, 1985, was rightfully his.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1988.