

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 27830
Docket No. SG-27648
89-3-87-3-103

The Third Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Chesapeake and Ohio Railway Company (former B&O)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Baltimore and Ohio Railroad Co. (B&O):

On behalf of Baltimore East End Signalman William L. Bartley, assigned to Signal Force No. 1691, for 101.5 hours of pay at his punitive rate of pay, account of the Carrier violated the current Signalmen's Agreement, as amended, particularly, Rule 14(g), when on the following dates it used a junior employee to perform overtime:

<u>Date</u>	<u>hours</u>	<u>Date</u>	<u>hours</u>
July 27, 1985	8.5	Aug. 6, 1985	4
July 25, 1985	2	Aug. 8, 1985	3
July 26, 1985	4	Aug. 10, 1985	12
July 28, 1985	12	Aug. 11, 1985	14
July 29, 1985	5	Aug. 12, 1985	2.5
July 30, 1985	4	Aug. 13, 1985	2.5
July 31, 1985	4	Aug. 14, 1985	4
Aug. 1, 1985	3	Aug. 20, 1985	4
Aug. 3, 1985	3	Aug. 21, 1985	4
Aug. 5, 1985	4	Aug. 22, 1985	2

Carrier file 2-SG-808"

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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.

During the month of July and August 1985, Carrier assigned a Signalman to overtime service on several dates. Claimant is senior to the Signalman assigned and the Organization filed a Claim on his behalf contending that he should have been assigned the overtime work.

Carrier denied the Claim on the basis that Claimant was working overtime in his own gang and was not available for service on some Claim dates and he did not request overtime work on the particular job in question. This Board has reviewed the record and the pertinent Rule in this case:

"Rule 14(g)

When overtime service is required of a part of a gang or group of employees, the senior employees of the class involved, who are available, shall have preference of such overtime if they so desire."

The Board has discovered from the record that the Signalman assigned is assigned to Force No. 1691 and the overtime work was in connection with Force No. 1691. Claimant was a member of Force 1693 and, as such, had no preferential right to overtime worked in Force No. 1691. Rule 14(g) clearly states that the senior employee of a gang or group of employees shall have preferential rights to overtime. Force 1691 is the qualified gang in the instance and not Force 1693. Claimant has no rights under Rule 14(g) outside of his gang.

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 13th day of April 1989.