

The Third Division consisted of the regular members and in addition Referee Martin F. Scheinman when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(National Railroad Passenger Corporation (Amtrak)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the National Rail Passenger Corporation (AMTRAK):

Case No. 1

Claim on behalf of E. R. Sherrod. Mr. Sherrod is a Maintainer C&S headquartered at the Odenton M of W Base. His regularly assigned hours are 2300-0700 Sunday thru Thursday, with relief days on Friday and Saturday.

(a) claim that the Carrier violated Article 2 (sect. 23, para. h) of the agreement between the Carrier and the Brotherhood of Railroad Signalmen, effective June 1, 1943. The agreement was violated by the Carrier when Mr. J. C. Cary was used for the Biddle St. signal cut over from 0530 through 1730 hours on December 2, 1984.

(b) claim that Mr. Sherrod be paid twelve hours at the time and one half rate of pay for the hours worked by Mr. Cary from 0530 thru 1730 hours on December 2, 1984. Mr. Sherrod was available for the above mentioned overtime, and he was not asked to work. Mr. Sherrod is the senior employee, and he should have been used ahead of Mr. Cary. Carrier file NEC-BRS-SD-220.

Case No. 2

Claim on behalf of E. R. Sherrod. Mr. Sherrod is a Maintainer C&S headquartered at the Odenton M of W Base. His regularly assigned hours are 2300-0700 Sunday thru Thursday, with relief days on Friday and Saturday.

(a) claim that the Carrier violated Article 2 (sect. 23, para. h) of the agreement between the Carrier and the Brotherhood of Railroad Signalmen, effective June 1, 1943. The agreement was violated by the carrier when Mr. W. R. Shultz was used for the Biddle St. signal cut over from 1630 thru 2300 hours on December 9, 1984.

(b) claim that Mr. Sherrod be paid six and one half hours at the time and one half rate of pay for the hours worked by Mr. Shultz from 1630 thru 2300 hours on December 9, 1984. Mr. Sherrod was available for the above mentioned overtime, and he was not asked to work. Mr. Sherrod is the senior employee and he should have been used ahead of Mr. Shultz." Carrier file NEC-BRS-SD-221.

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.

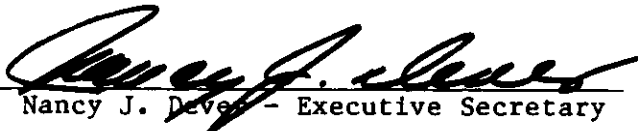
Carrier maintains that the practice on the property has been to consider an employee unavailable for an overtime assignment under the circumstances involved in this case. The Organization has failed to provide any evidence to the contrary.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Deves - Executive Secretary

Dated at Chicago, Illinois, this 11th day of September 1989.