

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

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

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Long Island Railroad Company (LI):

On behalf of J. B. Kelly for 8 hours pay, plus all hours of overtime that junior employee earned, plus his differential, account of Carrier violated the current Signalmen's Agreement, as amended, particularly, Rules 40 and 41, when on Saturday, February 8, 1986, it used a junior employee from Gang No. 37, to perform overtime work. G.C. File SG-5-86. Carrier File SG-5-86 (Kelly)"

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 were given due notice of hearing thereon.

On Friday, February 7, 1986, a severe snow storm hit the New York metropolitan area and Carrier utilized available employees from Gang 37 for emergency snow removal work on various passenger stations throughout that day. Claimant was off work on a personal leave day on Friday, February 7, 1986, and did not participate in the snow removal project. Due to continuous snow fall, Carrier abandoned the snow removal effort at about 3:30 P.M. on Friday, February 7, 1986, and polled and utilized employees who were doing that work to continue the job at overtime rates on Saturday, February 8, 1986.

Claimant alleges that use of a junior employee from Gang 37 who had been performing the snow removal work on February 7, 1986, to continue the work at overtime on February 8, 1986, was a violation of his rights under Rule 40(g):

"(g) When it becomes necessary to assign an employee to an overtime assignment, such employee shall be selected based on the following considerations:

1. Incumbent of the position for the the overtime is required.
- '2. Senior qualified available employee working in the class of the overtime assignment as set out in Rule 13 at the section, subdivision or gang. In the event no such employee is available to cover the overtime assignment, employees in an adjacent section, subdivision or gang will then be considered on the same basis.'"

In denying the Claim, Carrier relied upon Rule 41 which reads as follows:

"Rule 41 - 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.
- c. That the scheduled overtime is a continuance of the project worked prior to the overtime date."

Under the plain language of Rule 41(c) Claimant was not "working on the project prior to the overtime date," i.e., the snow removal project which began on February 7, 1986. There is no support for his Claim to the overtime continuation of the project which he did not work prior to overtime date. See Third Division Award 27161.

Form 1  
Page 3

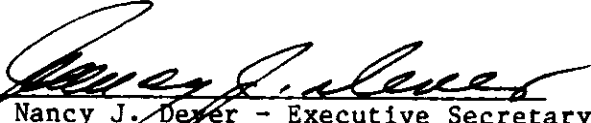
Award No. 28391  
Docket No. SG-27873  
90-3-87-3-607

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 25th day of May 1990.