

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

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Northeast Illinois Regional Commuter Rail Corporation

STATEMENT OF CLAIM: "Claim of the General Committee, Brotherhood of Railroad Signalmen on the Northeast Illinois Railroad Corporation that:

(a) Carrier violated the current N.I.R.C. Agreement, especially Rule #15, when Mr. Ray Kwaneske, Signal Supervisor, sent Mr. Dana Gregory home and allowed Mr. Ignatius Panepinto, who is a junior employee to Mr. Gregory, to continue working.

(b) Carrier now be required to compensate Mr. Dana Gregory a total of twelve (12) hours at his current punitive rate of pay. G.C. file NIRC-G-AO-13. Carrier file 11-24-74."

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.

The relevant facts in this Claim are not in dispute. On Saturday, September 12, 1987, the two senior employees of Signal Gangs No. 1 (headquartered at Blue Island, Illinois) and Signal Gang No. 2 (headquartered at Joliet, Illinois) worked overtime at the Joliet U.D. Interlocking. On Sunday, September 13, only the two senior employees of each Gang worked. The Claimant, who was assigned to Gang No. 1, was senior to one of the Gang No. 2 employees who was assigned overtime. The Organization claims that Claimant was improperly deprived of the opportunity to work overtime for Gang No. 2.

Both parties, in pursuit of their respective position, rely upon that portion of Rule 15 of the Agreement which reads:

"When overtime service is required of a part of a group of employees who customarily work together, the senior qualified available employees of the class involved shall have preference to such overtime if they so desire."

It was undisputed that the two Gangs involved in this dispute customarily worked together. However, they are identified and treated as separate groups. When the "example" which follows the aforementioned Rule 15 is read in conjunction with the remainder of the Rule, it is clear that when the Rule uses the term "Gang" it means that it is a group of employees who customarily work together. While the Organization's arguments with respect to the clause which reads "the senior qualified available employee," standing on its own, would tend to support its position, this view ignores the earlier wording which reads "who customarily work together...." The Rule, when read as a whole, and in recognition of the established nature of the Gangs, requires that the Claim be denied.

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 7th day of August 1990.