Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 29273
Docket No. SG-29400
92-3-90-3-327

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

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

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

Claim on behalf of S.L. Coleman, Jr., for 12 hours pay at his double-time rate of pay and 21 hours pay at his punitive rate of pay, account of Carrier violated the current Signalmen's Agreement, as amended, particularly, Rules 5-A-2 (a) & (b), when on dates of January 22 and 23, 1989, it used a junior foreman to direct and inspect his gang members." Carrier file SG-80. BRS file Case No. 7936-CR

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 of this case show that the Design and Construction Gang and the Hump Gang worked together on January 20 and 21, 1989 as a signal group on a fiber optics project. The Claimant held a Signal Foreman position in the Design and Construction Gang.

On January 22 and 23, 1989, the claim dates, the Carrier used three members of each Gang to complete the project work. It used the Senior Foreman to supervise the six employees, contending that only one supervisor was needed.

In this claim, the Organization contends that the Claimant should also have been used pursuant to Rule 5-A-2 which reads:

> "Rule 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.
>
> (b) If additional employees are required for such overtime, other qualified employees in the gang will be offered the overtime in seniority order.
>
> (c) The Maintainer working in his assigned territory with the gang when work, as referred to in paragraph (a), is required, will be entitled to such overtime before members of the gang are used."

It is apparent that both of the reduced gangs were working on the same project at the same location under the Senior Foreman. Third Division Award 27132 held under similar circumstances as found in this claim that the total group constituted a "gang" within the meaning of Rule 5-A-2. Accordingly, because the Senior Foreman was used there has not been a Rule infraction.

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 12th day of June 1992.