

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

Award No. 31724  
Docket No. SG-31429  
96-3-93-3-451

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

(Brotherhood of Railroad Signalmen  
**PARTIES TO DISPUTE:** (  
(Chicago & North Western Transportation Company

**STATEMENT OF CLAIM:**

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Transportation Company (CNW):

Claim on behalf of J.A. Wendell and L.B. Frank for payment of 13.5 hours each at the time and one-half rate, and on behalf of A.E. Alexander, D.L. Hazlett and R.E. Gillen for payment of 10.5 hours each at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Rule 15(d), when it failed to assign the Claimants to perform overtime service on March 28, 1992, on the Kenton Avenue project. Carrier's File No. 79-92-37. General Chairman's File S-AV-106. BRS File Case No. 9104-CNW."

**FINDINGS:**

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

The Carrier maintained two signal crews -- Crew No. 2 and Crew No. 3 -- at Berkeley, Illinois, to perform construction and repair work. Each crew had different rest days from the other. March 28, 1992, was a rest day for Crew No. 2, the Claimants herein. Work on a project which had been assigned to Crew No. 2 on previous days was completed by Crew No. 3 on March 28, a regular work day for Crew No. 3.

The Organization contends that the Carrier violated Rule 15(d) by its failure to permit Claimants to complete the project on overtime. Rule 15 (d) reads as follows:

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

Here, however, there was no overtime involved, in that Crew No. 3 performed work at straight time. The Rule implies no obligation to create overtime opportunity if none is required. The Organization argues in its Submission that the assignment of other than Saturday-Sunday rest days for these crews was improper, and that if such rest days would have been observed, the completion of the project would have been overtime work, to which the Claimants should have been assigned. The Organization notes, however, that the question of rest day designation is the subject of a different claim; the Carrier contends that this issue was not raised on the property in this claim. As a result, the Board has no need to review this aspect of the matter.

#### **AWARD**

**Claim denied.**

#### **ORDER**

**This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division**

**Dated at Chicago, Illinois, this 25th day of September 1996.**