

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32155
Docket No. MW-31397
97-3-93-3-300**

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

**(Brotherhood of Maintenance of Way Employees
PARTIES TO DISPUTE: (
(CP Rail System (former Delaware & Hudson Railway
(Company, Inc.)**

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier assigned junior employee T. Pedersen to perform overtime service (assisting Electrician D. Donnelly with emergency lights) on February 19, 1992 instead of Mr. P. Klapp who had been assisting the electrician throughout the regularly scheduled workday (Claim No. 32.92 DHR).**
- (2) As a consequence of the violation referred to in Part (1) above, Mr. P. Klapp shall be compensated for eight (8) hours' pay at the B&B plumber's time and one-half rate.”**

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 Organization contends that the Claimant, classified as a Plumber, was denied eight hours' overtime work following his regularly assigned shift. The overtime work was instead assigned to a Mechanic, junior to the Claimant.

There is no dispute that the Claimant was working for the full regular shift with an Electrician on the date at issue and had apparently been doing so for some time. Under Rule 11.8, the Organization argues the Claimant should have continued to work with the Electrician for the overtime assignment. Rule 11.8 reads as follows:

"Employees will, if qualified and available, be given preference for overtime work, including calls, on work ordinarily and customarily performed by them during the course of their work week or day in order of their seniority."

The Carrier stated, during the claim handling procedure on the property, that the Claimant had been utilized for welding during the course of the regular workday; the overtime work assigned to the Electrician was the setting up of lights for an emergency as a result of a derailment. For this work, the Carrier contended that a Mechanic is regularly employed, although -- as argued by the Organization -- the Carrier provided no evidence to document this contention. There was no contradiction, however, to the fact that the overtime assignment differed in nature from that performed "ordinarily and customarily" by the Claimant in his assistance to the Electrician.

In this state of the facts, the Board is not persuaded that Rule 11.8 was violated when the Claimant was not assigned the work of assisting the Electrician in connection with emergency lighting for a derailment.

AWARD

Claim denied.

Form 1
Page 3

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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 13th day of August 1997.