

The Third Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

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

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

On behalf of R. E. Everetts, Jr., 037878 Maintainer C&S, Section 306 with headquarters at Lemo C&S Bldg., Lemoyne, PA.

A. Claim that the Company violated the Current Agreement between Consolidated Rail Corporation and Brotherhood of Railroad Signalmen, particularly Rule 4-B-2(b) and APPENDIX "P", Rules 6 & 8, when on the date listed below they used T. J. Finegan, Maintainer C&S, Rockville Tower, to clear trouble at Day Tower (Creek) on the 31 switch, which is on Maintainer Everetts' Section 306.

October 22, 1984 - 6:30 PM - 9:30 PM - 3.0 hours

B. Claim that since R. E. Everetts, Jr., was not given the opportunity to perform the extra duty mentioned above, that he be paid a total of three (3) hours at the time and one-half rate of pay for his present position, which is stated above. Carrier file #SD-2174."

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 employees 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.

Claimant is employed as a Maintainer C&S by Carrier, at Lemoyne, Pa., with an assigned territory of Section 306. On October 22, 1984, a junior Maintainer was used to clear trouble at a location within Section 306. The Organization thereafter filed a claim on Claimant's behalf, challenging Carrier's use of the junior Maintainer, instead of Claimant, to perform this work.

This Board has reviewed the evidence in this case, and we find that the current Agreement and Appendix P, Rules 6 and 8, require that a regularly assigned maintainer should be the first on the call list for overtime work in his assigned territory. Therefore, the Claimant, who was the regularly assigned signal maintainer, should have been called to perform the overtime work in his assigned territory. Consequently, the Carrier violated the Agreement.


With respect to the remedy, as in Third Division Award 17743, Claimant is entitled to receive the compensation he would have received had he performed the overtime service. Rule 4-B-2(b) stipulates payment at the time and one-half rate. Therefore, the claim must be sustained.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Deyer - Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1988.