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NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 29857
Docket No. SG-30036
93-3-91-3-440

The Third Division consisted of the regular members and in addition Referee Dana Edward Eischen when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(National Railroad Passenger Corporation
((AMTRAK)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the National Rail Passenger Corporation:

Claim on behalf of H.J. Livernoche, for payment of 3.5 hours pay, at his punitive rate of pay, account of Carrier violated the current Signalmen's Agreement, as amended, particularly, the Overtime Call Agreement of December 4, 1986, when it did not use him for overtime work on April 6, 1990." Carrier File NEC-BRS(N)SD-451. BRS Case No. 8334. AMTRAK.

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 waived right of appearance at hearing thereon.

This dispute was initiated when Carrier allegedly failed to call Claimant for overtime on his assigned territory. Carrier called a junior Signalman on the basis that Claimant failed to place his name on the "call list." The work in question was to support Sperry Rail FRA testing of rail.

On May 31, 1990 the Organization filed a claim stating that the Carrier had violated Article VI, paragraph A of the Call Agreement (signed December 4, 1986 and amended April 10, 1987)

which reads: "When Signal Forces are required to work overtime, Signal employees, as defined in Article I-B on the section and in seniority order will be offered the opportunity to work." The claim requested 3.5 hours payment, at the straight time rate, for work performed during the hours of 3:30 A.M. to 7:00 A.M. on April 6, 1990.

Carrier denied the claim asserting that the "Call List Agreement provides a procedure for the assignment of work, on an overtime basis, to employees in the Communications and Signals Department." Article I, Paragraph A states: "Employees by section desiring to be offered overtime on that section will have their names placed on a call list." Carrier's assertion that Claimant had not placed his name on the call list is not refuted.

In further correspondence, the Organization asserted that "Mr. Livernoche is one of the people defined in Article I-B to offer planned overtime to." The Organization further asserted that "The placement of one's name on the Call List was for the sole purpose of having a pool of people to draw upon in the event of signal apparatus failure defined as a trouble call." The Organization then requested that Claimant be compensated for 3.5 hours "at the punitive rate."

In correspondence of August 29, 1990, the Carrier reasserted its position stating that: "Article VI, Paragraph A refers to planned overtime for other than project work and states that regularly assigned signal employees, as defined in Article IB, will be offered the opportunity to work. Article IB describes the call list and includes employees who have listed themselves by section in seniority order." Carrier once again maintained that Claimant's name was not on the call list and denied the claim. Further correspondence failed to resolve the dispute.

Article VI, Paragraph A, and Article IB of the Memorandum of 1986, revised April 10, 1987, manifest a mutual intent that an employee who wants to be called for overtime must sign the "Call List." The Organization never asserted that the Claimant had placed himself on the call list. Rather, the Organization argued that the call list was designed only for "trouble calls;" therefore by virtue of his seniority, Claimant should have been called for this "project" overtime irrespective of his failure to sign up on the call sheet.

A careful review of the "Call List Agreement" by this Board discerns no objective evidence that the Parties differentiated between overtime for "trouble calls" and overtime for "project calls." Claimant failed to place himself on the requisite call list, and therefore, Carrier did not violate his seniority rights

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when it called for overtime the next most senior man who had met the condition of signing the call list. For the foregoing reasons, this claim is denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Catherine Loughrin - Interim Secretary to the Board

Dated at Chicago, Illinois, this 26th day of October 1993.