

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 31390
Docket No. SG-31512
96-3-93-3-497

The Third Division consisted of the regular members and in addition Referee James E. Mason when award was rendered.

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

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the National Railroad Passenger Corporation (NRPC-S):

Claim on behalf of S.R. Pelletier for payment of 22 hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Appendix "F", when it failed to call the Claimant for overtime service on his maintenance section on December 14 and 15, 1991, and instead used employees listed behind the Claimant on the overtime call list to perform the required service, depriving the Claimant of the opportunity to perform the work. Carrier's File No. NEC-BRS(S)-SD-592. General Chairman's File RM2334-120-892. BRS File Case No. 9198-NRPC(S)."

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.

The Claimant in this dispute was regularly assigned as a Signal Maintainer. On Saturday and Sunday, December 14 and 15, 1991, Carrier utilized a construction crew consisting of a Signal Inspector, three Signal Foremen and four Signalmen to perform, on a planned overtime basis, the work of installing new switch machines at a location within the working section territory of Claimant. The claim which was initiated on behalf of the Maintainer alleged that he had a demand right to participate in the overtime work in accordance with the provisions of Appendix "F" in the Agreement.

In the implementation of this Appendix "F", the parties agreed upon the following guidelines for the allotment of overtime work:

"Guide Lines For Allotment of Overtime Work

Emergency overtime is defined as work that is not known about more than 24 hours in advance or by Friday noontime in the case of weekend work. People will be called for emergency overtime from and in order of the emergency overtime list. If an emergency overtime situation requires, in the opinion of a supervisor, a crew to make repairs or an inspector for associated testing, those people will be called.

The emergency overtime list will be made up of persons requesting to be on that list with the section maintainer on the top. The rest of the list will be in order of signalman's seniority.

Planned overtime is defined as work that is known about more than 24 hours in advance or by Friday noontime for weekend work. Planned overtime will first be offered to the person or persons who have performed more than 50% of the work on a given job (as defined by the work order number) during the previous 14 days. If a planned overtime situation requires, in the opinion of a supervisor, a crew to perform specialized work or a foreman or inspector to perform work particular to their scope, those persons will be called. If more persons are required for the planned overtime, work will next be offered from the planned overtime list.

The planned overtime list will be made up of persons requesting to be on that list with the section maintainer on the top. The rest of the list will be in order of signalman's seniority. If the services of a foreman or inspector are required (at the supervisor's discretion) those persons will be called in order of class seniority from the same planned overtime list."

The Board, after reviewing the language of the agreed upon guidelines and after considering the positions and arguments raised by the respective parties, concludes that this claim must be denied. The language of the guidelines is clear and definitive. In the definition of planned overtime, the parties have agreed that:

"If a planned overtime situation requires, in the opinion of a supervisor, a crew to perform specialized work or a foreman or inspector to perform work particular to their scope, those persons will be called. If more persons are required for the planned overtime, work will next be offered from the planned overtime list." (Emphasis added)

It is apparent in this case that although the Section Maintainer is normally on the top of the planned overtime list, there exists a clearly defined exception to that normal situation which exception exists in this case. Here the construction crew was involved in the planned overtime work of installing new switches and, in the opinion of the Supervisor, the members of that construction crew were required to perform the work which was particular to their experience and expertise. It is obvious from the case record that the Section Maintainer was not needed in this situation. Therefore, he had no demand right to the overtime work under the provisions of this agreed upon exception and his claim as presented here is denied.

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 29th day of February 1996.