

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 31633
Docket No. SG-31482
96-3-92-3-969**

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: (
(Terminal Railroad Association of St. Louis**

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen (BRS) on the Terminal Railroad Association of St. Louis (TRRA):

Claim on behalf of E.K. Hubbard for payment of two hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Article V, Section 1, when it utilized junior employees to perform overtime service on August 26, 1991, and deprived the Claimant of the opportunity to perform this work. Carrier's File No. 013-311-17. General Chairman's File No. 910924.02. BRS File Case No. 8917-TRRA."

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.

On August 26, 1991, the Claimant, a Signal Maintainer, was assigned to assist a more senior Signal Maintainer. At the end of the shift, it was determined that overtime

for one employee was required to complete the work to which the two Signal Maintainers had been assigned. The senior Signal Maintainer was retained.

The Organization argues, however, that the Claimant then should have been allowed to replace one of four less senior employees who also were retained for varying lengths of overtime work. In response, the Carrier points out that the four employees were regular members of the Construction/Maintenance Gang, which was completing work on a project on an overtime basis. To counter this, the Organization states that the Claimant "had been involved in the same track maintenance work" — although the Organization does not specifically indicate that the Claimant worked on "the same track maintenance work" that day.

The Organization has properly objected to the Carrier's inclusion in its Submission reference to "custom on the property", inasmuch as such was apparently not discussed in the claim handling procedure. Nevertheless, the Board otherwise finds no basis for an Agreement violation in the Carrier's action and due to conflict in "facts" as to the Claimant's assignment.

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 August 1996.