

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32230
Docket No. SG-31818
97-3-94-3-105**

The Third Division consisted of the regular members and in addition Referee Marty E. Zusman 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 on the Terminal Railroad Association of St. Louis (TRRA):

Claim on behalf of C. E. Satterfield for payment of ten hours at the time and one-half rate, account Carrier violated the current Signalmen’s Agreement, particularly Article V, Section 1, when it did not offer the Claimant the opportunity to perform overtime service at Granite City, Illinois, on December 26, 1992, and instead used junior employees to perform the work. Carrier’s File No. 013-311-17. General Chairman’s File No. 930203.01. BRS File Case No. 9273-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 were given due notice of hearing thereon.

In this dispute the Organization alleges that the senior employee was not called to perform overtime. The Organization argues that Article V, Section 1 was violated when two junior employees were called to perform derailment work near WR Tower in Granite City, Illinois. Due to the fact that the Claimant was the senior employee, available to work the overtime assignment and was not contacted, the Organization seeks compensation.

The Carrier argues that the failure to contact the Claimant for overtime work on his rest day of December 26, 1992 was not the Carrier's. The Carrier rejects the Organization's assertions on property that the Signal Supervisor failed to contact the Claimant for overtime service. The crux of the dispute is that the Carrier argues it was the General Chairman, who as Foreman, was to contact the Claimant and failed. The Carrier argues that the Organization is laying claim for a situation it created.

The record in this dispute is clear. Article V, Section 1 has been violated. The Claimant was entitled by seniority to overtime. The record proved that the Claimant was not called and junior employees worked in his place.

The Carrier argues that the Organization's General Chairman (Foreman) had created a situation for which he now seeks benefit. We find no support in the record for this assertion. There was no denial by the Carrier of the time schedule for the signal gang as presented by the Organization to support the fact that the Foreman was unable to ask the Claimant at the work site December 24, 1992. There is no letter from the Supervisor disputing the Foreman's assertion that the Supervisor would contact the Claimant, or the nature of their conversation. The Supervisor argues that the Foreman was told to call the Claimant during a phone conversation. The Organization's evidence that the 8:00 A.M. phone call did not occur is substantial.

At its core, this dispute is about the Foreman blaming the Supervisor and the Supervisor blaming the Foreman, but lacking an evidentiary substantiation from the Supervisor. The Carrier's argument is that the failure to call the Claimant is not the Carrier's fault. We do not agree. In this record, the Board finds that the Claimant was not properly called to perform service and the Carrier violated the Agreement. The claim must be sustained.

AWARD

Claim sustained.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 17th day of September 1997.