

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32509
Docket No. SG-33540
98-3-96-3-1110**

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
(The Belt Railway Company of Chicago)

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Belt Railway Company (BELT):

Claim on behalf of R. C. Russin, J. M. Hicks, E. S. Bennett Sr., and A. J. Przewoznik for payment of 24 hours each at the time and one-half rate, account Carrier violated the current Agreement, particularly Rules 17(a)2 and 17(a)6B, when it used other employees instead of the Claimants to perform overtime work on August 12 and 13, 1995. General Chairman's File No. 95-393-BRC. BRS File Case No. 9948-BELT."

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.

The Claimants in this case were assigned to Road Maintainer positions. The claim as outlined above concerns itself with the fact that Carrier assigned a signal construction gang to perform certain signal work at Carrier's Archer Avenue Mainline crossing. The work performed by the construction gang consisted primarily of the installation of new cable, the placement of new foundations and the installation of new signals. The work was begun on Saturday, August 12, 1995, and completed on Tuesday, August 15, 1995. The claim as presented here covers only the work performed on Saturday and Sunday, August 12 and 13, 1995. There was no concurrent claim presented for the work performed by the construction gang on August 14 and 15, 1995.

The Organization alleges a violation of Agreement Rules 17(A)2 and 17(A)6(b) which read as follows:

"RULE 17(A)

* * *

2. For extra work outside the Hump, and not continuous with regular assignments, the regularly assigned road maintainers will be called first, in seniority order. Then regular road maintainers on their off days, next signal gang members, and then Hump Maintainers in seniority order. Finally, by Signal employees in seniority order.

* * *

6. Regular maintainers recognize their responsibility to respond to overtime calls on their assigned territory.

All signal employees will be obligated to respond promptly to overtime work.

(a) A construction job is understood to mean an installation of new signal equipment, retirement or upgrading of existing signal equipment.

(b) A maintenance job is understood to mean the repair or replacement of existing signal equipment, as previously designed."

The Organization argues that on the Saturday and Sunday assigned rest days, the work performed by the construction crew, which was paid for at the time and one-half rate, should have been performed by the Claimant Maintainers. They contend that the work performed on Saturday and Sunday was not a continuation of work begun by the construction crew on Friday, August 11, but rather was work started on Saturday at the overtime rate of pay and, in any event, was nothing more than "the repair or replacement of existing signal equipment, as previously designed," and therefore should have been performed by the regular assigned Maintainers on an overtime basis in accordance with the language of Rules 17(A)2 and 17(A)6(b).

Carrier insists that the work performed by the construction gang was not extra or unassigned work as referred to in Rule 17(A), but rather was new installation work which properly accrued to the construction gang as contemplated by Rule 17(A)6(a). It insists that the fact that overtime pay was involved has no bearing on this claim because such payment was made in conjunction with the regular assignment of the construction gang necessary to accomplish the new construction project.

The Board, after reviewing the case record and after considering the positions of the respective parties, can conclude only that the work here in question properly accrued to the construction gang. In the on-property handling of this dispute, the Organization presented an affidavit which clearly outlined that the project included the installation of new signal foundations and the subsequent use of the new signal foundations and new cable to install new signals all of which was performed by the construction gang. That is what construction gangs do.

On the basis of the fact situation which exists in this case and the Rule language as found in the Agreement, the Board finds no violation of the rights of the regular assigned Road Maintainers. Therefore, the claim as presented 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 25th day of March 1998.