

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 42152
Docket No. SG-41514
15-3-NRAB-00003-110117**

The Third Division consisted of the regular members and in addition Referee Margo R. Newman when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Northeast Illinois Regional Commuter Rail
(Corporation (Metra)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Northeast Illinois Regional Commuter Rail Corp.:

Claim on behalf of C. Eubanks, Jr. and K. R. Kieres, for 12 hours each at their overtime rate of pay, account Carrier violated the current Signalmen’s Agreement, particularly Rule 15, when it used employees that had not been working the project instead of the Claimants for overtime service on August 16, 2009, and denied the Claimants the opportunity to perform this work. Carrier’s File No. 11-21-738. General Chairman’s File No. 21-ME-09. BRS File Case No. 14501-NIRC.”

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 are a Signal Foreman and Signalman on System Gang No. 1, who were working under a Capital Supervisor on the 159th Street bridge project during the period prior to the Carrier's assignment of the disputed Sunday overtime work on a crossing renewal at Creiger Road, to two senior Signal Maintainers who were assigned to the territory adjacent to the South Chicago territory on which the overtime assignment occurred. The claim protests this assignment based on the following language of Rule 15, Overtime:

"When overtime service is required of a part of a group of employees who customarily work together, the senior qualified available employees of the class involved shall have preference to such overtime if they desire."

The Organization relies upon the Claimants' connection to the work of protecting cable using similar equipment in arguing that the Claimants had a preference to this overtime assignment, because it stemmed from work they had been performing in preceding weeks. The Carrier argues that the Organization failed to prove that the Claimants or System Gang No. 1 had any connection to the work, because it was not part of the 159th Street bridge project and was performed at a different location under the jurisdiction of the Maintenance Supervisor. It contends that, once there are no employees with a connection to the work, as in this case, it is free to assign it to the classification it deems appropriate, because there is no Agreement right of Foremen or Signalmen to such work, and it acted appropriately in assigning the overtime work to the Signal Maintainers on the territory it was being performed on, and those adjacent to the territory, who were senior to the Claimants. The Carrier also asserted that the claim was excessive.

A careful review of the record convinces the Board that the Organization failed to meet its burden of proving a violation of Rule 15. Although the claim is based entirely on the Claimants' alleged connection to the work, there is no showing of such connection, because (1) the Claimants worked on a different project during the weeks preceding the overtime assignment, (2) there was no overtime work performed on that project by any of the System Gang No. 1 members during the weekend, and (3) the Organization has not shown that the Creiger Road crossing

renewal assignment in any way stemmed from the work regularly performed by the Claimants. Under such circumstances, the Carrier did not violate Rule 15 by assigning the disputed overtime to both Signal Maintainers on the territory on which the work was performed, as well as those on the adjacent territory.

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 26th day of August 2015.