

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 42450
Docket No. SG-42256
16-3-NRAB-00003-130239**

The Third Division consisted of the regular members and in addition Referee Roger K. MacDougall when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Northeast Illinois Regional Commuter Railroad
(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 L. Dumas, for 25.5 hours pay at his respective overtime rate, account Carrier violated the current Signalmen’s Agreement, particularly Rule 15, as well as the Signal Department Seniority Roster and past practice, when on January 7–8, 2012, it used an employee junior in seniority to the Claimant to perform service which in turn caused him lost work opportunities. Carrier’s File No. 11-21-828. General Chairman’s File No. 101-RI-12. BRS File Case No. 14907-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 Claimant at the time this dispute arose was assigned to a Signalman position on the Signal Maintenance Gang headquartered at Blue Island 123rd Street, on the Carrier's Rock Island District. The instant dispute developed on January 7 and 8, 2012, when the Carrier worked a Signal employee junior in seniority to the Claimant for overtime service and did not work the Claimant.

The facts in the instant case are not in dispute. Signal Gang No. 2 was assigned to the project in question and to the overtime service at the Blue Island Interlocking. Not all of the employees in the Gang desired the overtime, which compelled the Carrier to find additional help. All parties agree that the Carrier correctly assigned the overtime service to Gang No. 2, the gang that performed the work during normal working hours, first. It is also common ground that Gang Nos. 2, 11, and the Signal Maintenance Gang (of which the Claimant was part) were all headquartered at Blue Island.

However, when the Carrier needed two extra people, they called them first from Gang No. 11, and only after these members were exhausted did they go to the Signal Maintenance Gang. The fact that some of those called from Gang No. 11 were junior to the Claimant is not in dispute.

The Organization says that the Carrier must call the employees in seniority order from the combined roster of ALL the gangs at that location. The Carrier says, in effect, it can select a gang from that location and run through that roster first.

The Rules in question state, in relevant part:

**RULE 15 SECTION 1-- (a) OVERTIME--BEFORE AND AFTER
BASIC DAY:**

The hourly rates named herein are for an assigned eight (8) hour day. All service performed outside of the regularly established working period shall be paid as follows:

* * *

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 so desire.

* * *

(i) When overtime service is required, the gang which performed the work during normal working hours will be called first.

(ii) If additional personnel is needed, other signal employees will be called in seniority order from the gang (gangs if more than one are headquartered at the same location) headquartered nearest to the gang outlined above, working on the same district.

From the perspective of this Board, the Agreement language is quite clear. If there is only one other gang at the headquarters then the Carrier simply calls from that gang for extra overtime opportunities. However, if more than one gang is headquartered there, it must call from the gangs. They must do so in seniority order. Perhaps this could have been worded more elegantly, but the plain effect is to have to run through the “gangs” in seniority order. A plain reading of the language infers that this is a combined seniority roster.

As a result, this Board finds that the Organization has met its burden of proof in this matter.

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 31st day of October 2016.