

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 42933
Docket No. SG-43460
18-3-NRAB-00003-160098**

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

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(CSX Transportation, Inc.

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood that:

Claim on behalf of B.K. Sgaggero, for 21.5 hours at his time and one-half rate of pay, account Carrier violated the current Signalmen’s Agreement, particularly Rule 14, when, on August 30-31, and September 1, 2014, it used a junior employee instead of the Claimant to perform overtime service and thereby denied the Claimant the opportunity to perform said work. Carrier’s File No. 2014-178092. General Chairman’s File No. 14-23-14. BRS File Case No. 15327-B&O.”

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 Organization filed the instant claim on behalf of the Claimant, alleging that the Carrier violated the current Signalmen's Agreement when it failed to assign certain overtime work to the Claimant in August and September 2014, but instead assigned this work to a junior employee, thereby denying the Claimant this work opportunity. The Carrier denied the claim.

The Organization contends that the instant claim should be sustained in its entirety because Rule 14 provides that the senior employee will be assigned to overtime service, because the Claimant was assigned to the seniority district where the work was performed and was on the call list for overtime, because the Claimant was senior to the employee to whom the Carrier improperly assigned the work in question, because this work should have been assigned to the Claimant as the senior available employee, and because the Carrier thereby denied the Claimant this work opportunity. The Carrier contends that the instant claim should be denied in its entirety because the Claimant was not a member of the employee group that customarily works together, because the Claimant did not have the right to perform overtime assigned to a member of that employee group, and because the Organization failed to meet its burden of proof.

The parties being unable to resolve their dispute, this matter came before the Board.

The Board has reviewed the record in this case, and we find that the Organization has met its burden of proof that the Carrier violated the Agreement when it had a junior employee assigned overtime which should have been assigned to the Claimant who was the senior employee. Therefore, this claim must be sustained.

This case involved Rule 14, which states the following in Section (g):

"When overtime service is required of a part of a gang or group of employees, the senior employees of the class involved, who are available, shall have preference of such overtime if they so desire."

The Carrier needed overtime to be performed. The Claimant was part of the group of employees used for the assignment of overtime services on the territory involved. Although he did not have the same signal supervisor as the individual who was selected to perform the work, that is really not the issue here. The territory in

which the work was performed was not part of the territory of the junior employee who was selected to perform that work. The Claimant was part of the group of employees used for assignment of overtime service in that territory. The Organization submitted its Exhibit No. 1, which shows the call list of the employees who were available to perform overtime. The Claimant is on that call list; employee Dolan is not. The Claimant is senior to employee Dolan.

Although the Carrier argues that the Claimant had a different supervisor than the individual that was selected, that is not something that is covered by Rule 14. The Claimant was part of the group of employees and was the senior employee; and, pursuant to Rule 14, he should have been selected for the overtime. He was not and, therefore, this 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 14th day of February 2018.