

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 44466
Docket No. SG-45427
21-3-NRAB-00003-190175**

The Third Division consisted of the regular members and in addition Referee Brian Clauss when award was rendered.

PARTIES TO DISPUTE: (
(Brotherhood of Railroad Signalmen
(Northeast Illinois Regional Commuter Railroad
Corporation (NIRC/METRA)

STATEMENT OF CLAIM:

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

Claim on behalf of C.L. Cross, for 10 hours at his overtime rate of pay, account Carrier violated the current Signalmen’s Agreement, particularly Rule 15, Side Letter No. 5 and past practice, when on July 15, 2017, Carrier assigned a junior employee, F. Swoyer, to an overtime assignment to which the Claimant was entitled, thereby causing the Claimant a loss of work opportunity. Carrier’s File No. 11-2017-10. General Chairman’s File No. 306-MIL-17. BRS File Case No. 16050-NIRC. NMB Code No. 172.”

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 contends that the Claimant should have been offered the overtime opportunity because he is the Signal Maintainer for the territory. The Organization argues that a junior Signal Maintainer was assigned as part of the PTC project to install signal boxes at the A2 Interlock. The Claimant is the Signal Maintainer on that territory and should have been afforded the pre-arranged overtime opportunity.

The Carrier responds that the precedent is clear. The junior employee was part of a work group performing the PTC work. The Claimant had not bid to that work group. The Carrier continues that the overtime work was a continuation of the work being done by the work group. Accordingly, the Agreement allows for a continuation of the regular assignment's bulletined hours with overtime work. In addition, the Carrier argues that the instant issue has been addressed many times and is resolved in favor to the Carrier.

The burden is on the Organization to establish the violation. Here, the Organization's assertion is at odds with the Carrier's position. The Carrier contends the work performed by the junior employee was overtime in connection with his work assigned as part of the work group handling the PTC project. The Carrier continues that the assignment conformed to the Agreement. A review of the evidence in the instant matter indicates that the Claimant was not part of the Gang 9 which was performing PTC wayside installations in the Milwaukee District. The interlock is in the Milwaukee District and the Claimant had not bid to Gang 9. The Claimant worked his bulletined and bid assignment. Accordingly, the Claimant was not entitled to the overtime work. The Carrier did not err in assigning overtime to the employee who had been performing the work with his work group during his bulletined work times.

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 10th day of June 2021.