

The Second Division consisted of the regular members and in addition Referee James F. Scarce when award was rendered.

Parties to Dispute: ( Brotherhood Railway Carmen of the United States  
and Canada  
( Baltimore and Ohio Railroad Company

Dispute: Claim of Employes:

1. That the Carrier violated historical past practice on the Baltimore & Ohio Railroad property, and violated claimant, J. R. Hyrondak's contractual right for overtime, Rule (8) of the controlling Agreement, when on the date of March 6, 1980, Car Inspector Cialella, Haselton, Ohio, was arbitrarily moved from his regular bid position as car inspector, and assigned to Shop Track Truck, and his position "back filled", by Carman Ezzo, Haselton, Ohio, who was in turn moved off his regular bid in position at the Haselton Shop Track.
2. That Carrier be ordered to compensate claimant, Carman J. R. Hyrondak, for all time lost account the above mentioned violations, such lost time amounting to eight (8) hours' pay at the time and one-half rate.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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 waived right of appearance at hearing thereon.

Claimant was observing a regular off-day on March 6, 1980 when, in the course of business at its Haselton, Ohio Shop Track facility, the Carrier dispatched the regularly-assigned truck driver to an outlying point. On duty at the time was a Carman Inspector (Cialella) who regularly operated such truck on two other days of his weekly schedule. Cialella was thus directed to operate the vehicle. Another Carman (Ezzo) was used as Inspector in Cialella's stead for the time period involved here -- all during the same shift.

Rule 8 is cited by the Organization and deals with the distribution of overtime when worked; such is not the case here and thus such Rule is inapplicable. The Organization also contends an established past practice prohibits the back-filling of a job. The record shows that all Carmen at the facility are on the same seniority roster and, as such, may properly be required to perform any of the work of the craft.

Without assessing validity to the Organization's asserted past practice in opposition to "backfilling" jobs, the record does not support the assertion that the use of personnel as described herein comprised the backfilling of any job. What the record does indicate was the use of Carman Ezzo to cover the work of Inspector as work demands required. Given the common seniority roster at the facility, such assignment cannot be held inappropriate.

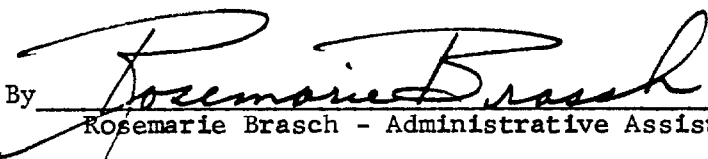
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Acting Executive Secretary  
National Railroad Adjustment Board

By

  
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Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 13th day of July, 1983.