

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25885
Docket Number MW-25526

Lamont E. Stallworth, Referee

PARTIES TO DISPUTE:

(Brotherhood of Maintenance of Way Employees
(
(Elgin, Joliet and Eastern Railway Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when it assigned junior Welding Foreman T. Hazlerig and junior Welder E. Vargas to perform overtime service on January 19, 1983 instead of calling and using Welding Foreman R. Gayton and Welder S. Neri who were senior, available and willing to perform that service (System File 142-618-73/Case UM-5-83/TJ-5-83).

(2) Welding Foreman R. Gayton and Welder S. Neri shall each be allowed three (3) hours of pay at their respective time and one-half rates because of the violation referred to in Part (1) hereof."

OPINION OF BOARD:

Two crews were working in the disputed time period. One (the Claimants) was senior to the other, and chose the first assignment, some welding work at Hartsdale, and spent a full day working there, returning to their Joliet, Illinois base at the end of the eight hours. The other crew took the assignment at Barrington, Illinois. Barrington is approximately 60 route miles north from the Joliet base and Hartsdale is approximately 40 route miles east.

At 2:30 P.M., Carrier became aware of additional work to be performed at Normantown, Illinois, located between Joliet and Barrington. At that time, the junior seniority crew had completed their work at Barrington. They were assigned to the work at Normantown, which continued on into overtime work.

The Organization and the Carrier both go through an extensive discussion of many rules in the Agreement, debating the ultimate meanings of seniority. It seems that the matter is not so complicated as that discussion implies. In essence, the question is "as between" the Claimants and the Employees who were assigned the work, who were the senior "available" Employees? No claims are made for anyone else.

Claimants, according to their own signed time sheets, were still working on their "self-chosen" assignment at 2:30 P.M. on the date in question. The work was available at that hour, and the Carrier assigned a crew which had completed its work and thus saved approximately one and one-half hours of overtime pay per employee. The distance between the three work locations was essentially the same. On that basis of facts, one can only conclude that Carrier respected seniority and assigned the senior "available" crew to the work at the time it occurred, and rightly retained them on the job into the overtime period.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Bever - Executive Secretary

Dated at Chicago, Illinois, this 30th day of January 1986.