

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22170  
Docket Number SG-22176

Louis Yagoda, Referee

PARTIES TO DISPUTE: { Brotherhood of Railroad Signalmen  
{ Chicago and Illinois Midland Railway Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago & Illinois Midland Railway Company:

On behalf of Signal Maintainer H. L. Hansen for 12 hours and 30 minutes at the overtime rate account of being called to repair storm damage on July 26, 1976." [Case No. MP-BRS-5]

OPINION OF BOARD: The claim herein arises out of the fact that to repair storm damage work at Powerton, Illinois, Carrier used the following personnel: R. M. Wagy, a Signal Maintainer having the highest seniority among all personnel and with home station at Havana, Illinois, the closest to trouble scene of the two stations assigned to personnel (the other is Springfield, considerably to the South), also, Assistant Signal Maintainer Watkins, also headquartered at Havana.

Claimant, a Signal Maintainer headquartered at Springfield and having considerably greater seniority than Assistant Signal Maintainer Watkins thereafter filed the instant overtime claim on the basis that failure to call him instead of Assistant Signal Maintainer Watkins was in violation of his contractual seniority rights.

We find nothing in the Agreement which stipulates how a crew shall be made up in respect to crafts or in response to functional needs provided that scope rights are respected. In this case, management decided that the need was for one Signal Maintainer and one Assistant Signal Maintainer. It has not been shown that such choices caused these employes to be assigned other than to the appropriate skills and functions of their respective classifications.

Inasmuch as the Signal Maintainer chosen, was the most senior of of all Signal Maintainers (as well as of all other signal maintenance personnel) and, as far as can be determined from the record, the Assistant Signal Maintainer was the most senior of that classification, it appears to us to be useless to evaluate such other considerations argued by

the parties, as: is overtime assignment a contractual seniority right here, or compellingly inferred from the general contract declaration of the seniority principle, or do either contract rights or well-embedded practices require management to choose from personnel stationed anywhere in the whole Springfield - Pekin area (and if so, on what basis) or is it left free to make assignments from among personnel stationed in the nearest segment to the locale of an emergency assignment? Such considerations need not be reached because we find conclusively determinant on this issue for these circumstances, the fact of management's right to determine the functional needs involved in the emergency assignment which arose and to make up the repair team according to crafts which, in its judgement, most efficiently and expeditiously met those needs, without violation of craft classification rights.

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 Employee involved in this dispute are respectively Carrier and Employee 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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

  
Executive Secretary



Dated at Chicago, Illinois, this 31st day of July 1978.