

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24519  
Docket Number MW-24374

Ida Klaus; Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees  
(Seaboard Coast Line Railroad Company

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

(1) The Agreement was violated when Section Foreman C. A. Wheeler and Trackmen M. C. Copeland, S. Holmes and R. McCray, Jr. were not used to perform overtime service on their assigned section territory (Section 8212) on September 17, 19, 21 and 25, 1979 (System File C-4(31)-JAX Div./12-27 (80-29) G).

(2) The claimants each be allowed seven (7) hours and forty-five (45) minutes of pay at their respective time and one-half rate because of the violation referred to in Part (1) hereof."

OPINION OF BOARD: A Section Foreman and three Trackmen, regularly assigned to Section Force 8121, complain that the failure to use them for overtime work on their assigned section territory violated the intent of the seniority and overtime rules of the Agreement.

Section Force 8121 was regularly assigned to the rail gang on a rail-laying project conducted in 8121 territory. Employees assigned to Section Force 8120 were sent to augment and assist the project work forces. On the dates in claim the Section 8120 employees were unloading ballast and assisting the rail gang welding force. Their work was not finished by the close of regular working hours, and they were held on duty in order to complete it that day. On those days Section Force 8121 employees performed other tasks, which were completed during regular working hours.

The Organization does not challenge the assignment of the 8120 employees to augment and assist the local forces during regular working hours. It objects to their exclusive use for the overtime work required. It contends that accepted seniority principles inherent in the Agreement dictated the assignment of the overtime work to the Claimants, regularly assigned 8121 employees, who were readily available and willing to perform it.

The Board sees no reasonable basis in the facts before us for sustaining the Organization's position. As a practical matter, it does not appear reasonable to expect the Carrier to remove a properly assigned employee from a day's job, and immediately replace him with another employee, when extra work becomes necessary to complete that very job. What is reasonable in the circumstances is that the employee who has been properly assigned should have the right to finish the job. We find no contrary indication in the seniority or overtime rules of the Agreement cited by the Organization. Those rules pertain to the establishment of seniority and the appointment to vacancies matters plainly inapplicable here.

Accordingly, the claims will be denied.

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

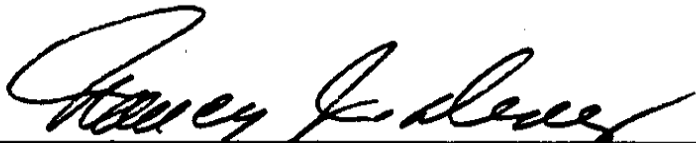
That the Agreement was not violated.

A W A R D

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 22nd day of September, 1983.

