

The Third Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees  
(Southern Pacific Transportation Company (Eastern Lines)

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

(1) The Carrier violated the Agreement when it assigned junior B&B employees (J. D. Ebner and M. W. Woytaszyk) to perform overtime service on February 28, 1986 and March 1, 1986, instead of calling and using B&B Carpenters J. D. Wickizer and L. N. Ward, who were senior, available and willing to perform that service (System Files MW-86-43/448-55-A and MW-86-44/448-53-A).

(2) B&B Carpenters J. D. Wickizer and L. N. Ward shall each be allowed sixteen (16) hours of pay at their respective time and one-half rates."

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 employees 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.

On February 28, 1986, and March 1, 1986, Carrier employed two B&B employees junior to Claimant on an overtime basis, to work a kitchen trailer that serviced Carrier employees involved in cleaning up a derailment.

The Organization contends that once Carrier decided to use B&B employees on this overtime assignment, it was obligated to call the most senior qualified and available employees from that class.

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Award No. 28386  
Docket No. MW-27455  
90-3-87-3-52

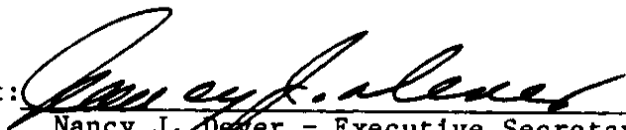
Carrier argues that the job of manning the kitchen trailer in an emergency situation is done on a voluntary basis and that no single craft has exclusive rights to the work. No single craft or group has any claim to working the kitchen trailer in an emergency situation. Regardless of craft or class, those employees who can adequately prepare food and cook are asked to volunteer for the service. That is what took place here and we find no Agreement Rule that forbids this practice. While this Board clearly understands and supports the sanctity of seniority, we see no basis for the Organization to invoke the Seniority Rule in this instance.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 25th day of May 1990.