

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 29798
Docket No. MW-30062
93-3-91-3-475

The Third Division consisted of the regular members and in addition Referee Dana Edward Eischen when award was rendered.

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 Agreement was violated when the Carrier assigned a junior employe instead of Mr. A. Hall to perform overtime service on June 1, 1990 (System File MM-13-90/IETO-31-90).
- (2) As a consequence of the aforesaid violation, Mr. A. Hall shall be allowed eight (8) hours of pay at his time and one-half rate."

FINDINGS:

The Third 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 is employed by Carrier as an Industrial Elevated Transport Operator (IETO). Essentially, Claimant works as a truck driver operating a specialized elevated transport vehicle which is "part of the production line of the steel mill" at the Gary Works of United States Steel Corporation.

On June 1, 1990, Claimant was the senior IETO working on the first shift. On that date, the Trainmaster determined that at least one IETO would be needed to work overtime at the end of the first shift. There is no dispute concerning the following facts:

1) Claimant stood first out for the overtime opportunity as the senior qualified available IETO; 2) Radio communication is the standard, accepted and established method of calling IETOs for available overtime; 3) the Trainmaster attempted without success to contact Claimant by radio in his truck; 4) Several other IETOs who overheard that radio call also tried unsuccessfully to reach Claimant by radio to inform him of the overtime opportunity; 5) For whatever reason, Claimant did not respond to the overtime call; and, 6) After waiting a brief interval the Trainmaster called the next available IETO who worked the overtime.

In handling on the property, the Organization maintained that Carrier violated Claimant's seniority rights by failing to make additional efforts to call him for the overtime, including repeating the radio call and/or sending a Trainmaster to find Claimant and personally "inquire...as to his desires". For its part, Carrier maintains that it made a reasonable effort to offer Claimant the overtime opportunity using the accepted and established means of radio contact, thus fulfilling its obligations and respecting Claimant's rights under the Agreement. Carrier contends it is under no obligation to make extraordinary efforts to contact Claimant and his failure to respond in a timely manner freed Carrier to call the next employee in order to maintain steel mill production needs. A careful review of the requisite evidence persuades this Board that the Organization has failed to prove a violation of Claimant's rights. Therefore, this claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Catherine Loughrin
Catherine Loughrin, Interim Secretary to the Board

Dated at Chicago, Illinois, this 29th day of September 1993.