

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 45014  
Docket No. MW-46818  
23-3-NRAB-00003-210782**

**The Third Division consisted of the regular members and in addition Referee Barbara C. Deinhardt when award was rendered.**

**(Brotherhood of Maintenance of Way Employees Division –  
(IBT Rail Conference  
PARTIES TO DISPUTE: (  
(Indiana Harbor Belt Railroad Company**

**STATEMENT OF CLAIM:**

**“Claim of the System Committee of the Brotherhood that:**

- (1) The Agreement was violated when the Carrier failed to allow Mr. J. Reyes to exercise his seniority and displace junior employee M. Green from his vehicle operator (fuel truck) position at Gibson beginning May 13, 2020 through May 25, 2020 (System File D20IHB4-41 IHB).**
- (2) As a consequence of the violation referred to in Part (1) above, Claimant J. Reyes shall now ‘... be compensated all overtime hours worked by M. Green at the applicable Vehicle Operator overtime rate of pay beginning May 13, 2020 thru (sic) and including May 25, 2020.  
\*\*\*”**

**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 employee 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 were given due notice of hearing thereon.**

On May 4, 2021 (on May 7, according to the Organization), the Claimant was notified that his headquarters were being changed from Gibson to Argo, effective May 7 (or May 11). He reported to duty as assigned. The next day he attempted to exercise his seniority to displace a junior vehicle operator in Gibson but was denied his seniority move.

The Organization argues that the Claimant's headquarters was changed from Gibson to Argo. It is undisputed that the Claimant was fully qualified to hold the subject vehicle operator (fuel truck) position he was trying to claim and that the Claimant possesses superior seniority to that of junior employee Green. Nevertheless, the Carrier chose to ignore the Claimant's seniority when it failed to allow him to displace junior employee Green.

According to the Carrier, once an employee places himself on a job after the change in headquarters, he has exercised his seniority and the window has closed. Because the Claimant worked a full day at his new headquarters in Argo, this constituted an exercise in seniority and the Claimant was therefore no longer permitted to displace junior employee Green.

Upon a review of the record as a whole, the Board finds that the Organization has met its burden of proof. The Carrier violated Rule 4, Section 2(a) when it denied the Claimant the opportunity to exercise his seniority back to Gibson. The Claimant is entitled to be paid the one hour of overtime worked by employee Green during the period in question.

**AWARD**

Claim sustained.

**ORDER**

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**By Order of Third Division**

Dated at Chicago, Illinois, this 3<sup>rd</sup> day of August 2023.