

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 45015  
Docket No. MW-47329  
23-3-NRAB-00003-220385**

**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 on September 24, 2020 when the Carrier failed to call out and use Senior Bridge and Building (B&B) Mechanic A. Mascote to perform overtime service repairing a broken airline in the Blue Island Yard WE of the South Receiving Yard at Blue Island on the West Seniority District and instead called out and used Junior B&B Mechanic J. Razo thereto (System File D-20IHB11-111 IHB).**
- (2) As a consequence of the violation referred to in Part (1) above, Claimant A. Mascote shall now ‘... be compensated three (3) hours (sic) overtime hours worked by J. Razo on September 24, 2020 at Claimants (sic) applicable overtime rate of pay.’”**

**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 September 24, 2021, the Claimant was employed in the MOW, B&B Department at the Blue Island Yard, He had seniority over employee J. Razo, who was also employed in the B&B Department. On the day in question, Razo was working at the Gibson Work Zone and continued working overtime there at the end of his day. The Organization does not contest this assignment. While he was working, a call came in about a broken airline at Blue Island. Razo was sent to repair it.

The Organization argues that the overtime work of repairing the airline at Blue Island was work that should have been assigned to the Claimant who was available and qualified to do the work and who was senior to Razo.

According to the Carrier, it was entitled to use an employee who was already working overtime to perform other tasks, so long as they are within his scope of work. The work claimed here was considered continuous work, as Razo was already engaged in other overtime service when the need to repair the airline arose.

Upon a review of the record as a whole, the Board finds that the Organization has not met its burden of proof. Under the particular circumstances of this case, where the other employee was already properly assigned to perform overtime work and then was called to perform a limited amount of other work that arose unexpectedly, there is no violation of the Agreement.

**AWARD**

Claim denied.

**ORDER**

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

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

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