

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 45371  
Docket No. MW-47631  
25-3-NRAB-00003-220557**

**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: (**  
**(National Railroad Passenger Corporation (AMTRAK)**

**STATEMENT OF CLAIM:**

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

- (1) The Agreement was violated when the Carrier called out and assigned Foreman (track inspector) B. Gladfelter to perform overtime thermite welding work on the Perryville Subdivision on Sunday, May 3, 2020 from 7:00 A.M. to 3:00 P.M. instead of assigning Welder (Boutet/Thermite) G. Morgan, who ordinarily and customarily performs such work, to the work in question (System File BMW-159169-TC AMT).**
- (2) As a consequence of the violation referred to in Part (1) above, Claimant G. Morgan shall now receive:**

**‘\*\*\* compensation for the eight (8) hours overtime earned by B. Gladfelter as referenced herein, and payable at the Claimant’s respective Welder rate. \*\*\***

**... including any other appropriate relief, making Claimant whole in every way for any loss resulting from Management’s violations and that all lost credits and benefits normally due must be included with the Carrier’s settlement.”**

**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.

The Organization argues that on Sunday, May 3, 2020, at 7:00 A.M., the Carrier violated the agreement when it failed to call and assign the Claimant, who was qualified and available for this work opportunity and ordinarily and customarily preforms work of the type addressed herein, to the thermite welding overtime assignment welding rail together in the Perryville, Sub-division. Rather, the Carrier assigned junior employee B. Gladfelter who was assigned as a foreman (track inspector) and does not ordinarily and customarily perform the work involved as part of their regular assignment. The overtime assignment called for a welder (Boutet/Thermite) which is the Claimant's regularly assigned position and failing to consider the Claimant for the overtime assignment that he ordinarily and customarily performs is a clear violation of the agreement. While the Claimant worked later that night, he would have been available for the overtime work earlier in the day. Therefore, the Carrier has violated Rule 55 of the Agreement, which stipulates that employees who are qualified and available and who ordinarily and customarily perform the work, will be given preference for overtime work.

According to the Carrier, the Organization has not met its burden of proving that the Claimant was entitled to the overtime assignment. The work began at 7:00 AM on Sunday, May 3, 2020, and ended 3:00 PM on Sunday, May 3, 2020. Mr. Gladfelter was called and earned eight hours overtime for this assignment. The Claimant was not called. The Claimant worked 10½ hours of overtime on Sunday, May 3, 2020, performing welding work. He was therefore not available for the overtime assignment in question. Even if he were found to have been available, there was no violation, the Carrier asserts. Mr. Gladfelter, a foreman, was called to track maintenance, which included a component of welding work, on May 3, 2020. In the absence of assigned thermite welders in the Division, Mr. Gladfelter stood as a qualified member of the Perryville Track Department. Therefore, the Carrier was within its rights to utilize him for the work performed that day at the Perryville Subdivision.

Upon a review of the record as a whole, the Board finds that the Organization has not met its burden of proving that the Claimant was entitled to the claimed work.

**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 19<sup>th</sup> day of December 2024.