

PUBLIC LAW BOARD NO. 2452

PARTIES Brotherhood of Maintenance of Way Employees
TO
DISPUTE: and
Western Maryland Railway Co.

STATEMENT Claim on behalf I. J. Vance, Welder, and R. J. Arbuthnot,
OF CLAIM: Welder Helper, for six (6) hours' overtime account
junior employes were called to remove rock slide at
Walker, West Virginia between MP 16 and MP 17 on the
Durbin Branch on March 16, 1978.

FINDINGS: By reason of the Agreement dated June 14, 1979, and
upon the whole record and all the evidence, the Board
finds that the parties herein are employe and carrier within the
meaning of the Railway Labor Act, as amended, and that it has
jurisdiction.

The conference issue raised here is comparable with
the one contained in Docket No. 2 and resolved in Award No. 2.
For the reasons stated in said Award No. 2, this issue is resolved
in favor of the Carrier.

This claim is predicated on the allegation that the
Carrier violated the Agreement on March 16, 1978 when Bonnell and
Lewis, junior in seniority to the Claimants, were assigned to work
six hours overtime to remove a rock slide from the railroad tracks.

Carrier denied the claim on June 13, 1978, stating
that the Track Supervisor assigned Bonnell and Lewis because he
assumed that ditcher equipment would be used and they were qualified
to operate such equipment. As it turned out, no ditcher equipment
was required. Claimants were then classified as welders. No
welding work was performed on this job.

In appealing the denial, Employees stated that Force 1126 at Elkins was called out to remove the debris from the tracks. Additional employees were required and Bonnell and Lewis were erroneously called.

Carrier again denied the claim on September 18, 1978, primarily because it was reasonable to assume that ditching equipment would be used. That is why Bonnell and Lewis were called. Claimants were welders. No welding work was performed on this job.

The record shows that a train hit a slide at Walker, West Virginia on March 16, 1978 and was unable to proceed. The train was delayed four and one-half hours. It was necessary to clear the tracks as quickly as possible. It was reasonable for the supervisor to assume that ditcher equipment would be used. Bonnell and Lewis were respectively Ditcher Operator and Ditcher Helper. Upon this evidence they were properly utilized.

For all these reasons, the Board finds that the Carrier did not violate the Agreement and that there is no merit to the claim.

AWARD

Claim denied.

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DAVID DOLNICK, Chairman and Neutral Member


W. C. COMISKEY, Carrier Member


WILLIAM E. LA RUE, Employee Member

DATED: April 16, 1980