

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Award No. 29720  
Docket No. MW-29229  
93-3-90-3-98

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees  
(National Railroad Passenger Corporation  
(Amtrak) - Northeast Corridor

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier assigned junior Bridge and Building Foreman M. Slimbock, to perform overtime work on July 29, 30 and 31, 1988 repairing the fixed spans of the Beach Thorofare bridge, rather than Bridge and Building Foreman L. Hammond, who was senior, available and willing to perform that service (System File NEC-BMWE-SD-2357 AMT).
- (2) The Agreement was violated when the Carrier assigned junior Bridge and Building Mechanic A. Gardner, to perform overtime work on August 12 and 13, 1988 repairing the fixed spans of the Beach Thorofare bridge, rather than Bridge and Building Mechanic W. Callahan, who was senior, available and willing to perform that service.
- (3) The Agreement was violated when the Carrier assigned junior Bridge and Building Foreman C. Sandte and Mechanic G. Breitmeyer, to perform overtime work on August 12, 13 and 14, 1988 repairing the fixed spans of the Beach Thorofare bridge, rather than Bridge and Building Foreman E. Ward, Jr. and Mechanic S. Taggart, who were senior, available and willing to perform that service.
- (4) The Agreement was violated when the Carrier assigned junior Bridge and Building Foreman C. Sandte, Mechanics A. Gardner, G. Breitmeyer, L. Adampoulos and

D. Campbell, to perform overtime work on August 19, 20 and 21, 1988 repairing the fixed spans of the Beach Thorofare bridge, rather than Bridge and Building Foreman E. Ward, Jr., Mechanics W. Callahan, S. Taggart, D. Respass, Jr. and V. Banks, Jr., who were senior available and willing to perform that service.

- (5) As a consequence of the violation referred to in Part (1) hereof, Bridge and Building Foreman L. Hammond shall receive forty-five (45) hours at his overtime rate of pay.
- (6) As a consequence of the violation referred to in part (2) hereof, Bridge and Building Mechanic W. Callahan shall receive thirty-two (32) hours at his overtime rate of pay.
- (7) As a consequence of the violation referred to in Part (3) hereof, Bridge and Building Foreman E. Ward, Jr. and Mechanic S. Taggart shall each receive forty-eight (48) hours at their respective overtime rates of pay.
- (8) As a consequence of the violation referred to in Part (4) hereof, Bridge and Building Foreman E. Ward, Jr., Mechanics W. Callahan, S. Taggart, D. Respass, Jr. and V. Banks, Jr. shall each receive forty-one (41) hours at their respective overtime rates 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 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.

This dispute concerns work performed on the Beach Thorofare Bridge on an overtime basis by employees on their rest days. The Claimants, also on their rest days on the dates in question, are in the same classifications and seniority district. Applicable here is Rule 55 (a) which reads as follows:

"Employees residing at or near their headquarters will, if qualified and available, be given preference for overtime work, including calls, on work ordinarily and customarily performed by them, in order of their seniority."

The claim handling record indicates that the employees selected for the overtime work were, as noted by the Carrier, "members of the two gangs which were dedicated to the project of restoring this bridge and who had worked continuously on the project from the time it first began, many months earlier."

Rule 55 (a) calls for assignment of qualified, available employees in seniority order. The Rule, however, also qualifies this requirement to specify "work ordinarily and customarily performed by them."

The Organization and the Carrier agree that overtime work at the end of a shift properly belongs to those employees already assigned. The Organization contends that this does not apply where the work is on a following workday. The Carrier, on the other hand, cites previous instances in which the work concerned a continuing project, as here, and the same employees were retained for overtime.

The phrase, "work ordinarily and customarily performed" is not precise. It can refer to the type of work, which would clearly encompass the Claimants herein. Alternately, it can be interpreted to refer to the continuation or completion of such work. The Board concludes that, in the particular circumstances here under review, the Carrier's interpretation is not in violation of Rule 55 (a).

Included in the Organization's position is reliance on Third Division denial Award 27090, which included the following:

"[Rule 55 (a)] does not support the view that seniority status must be followed simply because work during regular hours may or may not lead to completion during overtime. This

is in contrast, of course, to situations where employees are specifically called for a discrete overtime or rest day assignment."

The Organization suggests that the work involved here is such a "discrete" assignment. The Board finds the continuation of work on a long-term project cannot unqualifiedly be termed a "discrete" assignment. In so finding, however, the Board repeats for emphasis that this applies to the particular circumstances in this Claim and is not intended as more general guidance.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest: Nancy J. Dever, cml  
Nancy J. Dever - Secretary to the Board

Dated at Chicago, Illinois, this 12th day of August 1993.