

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 32093
Docket No. MW-31615
97-3-93-3-627

The Third Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

(Brotherhood of Maintenance of Way Employees
PARTIES TO DISPUTE: (
(Elgin, Joliet and Eastern Railway Company

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when, on June 17, 1992, the Carrier recalled and assigned Mr. J. Milevski to perform three (3) hours of bridge tender's work at Bridge No. 710 on South Chicago outside of the regular work period and compensated him at the straight time rate of pay therefor instead of at the time and one-half rate of pay (System File BG-672-92/TM-25-92).
- (2) As a consequence of the violations referred to in Part (1) above, *Claimant J. Milevski shall be compensated the difference between the applicable time and one-half rate and the straight time rate he received for the work he performed on June 17, 1992.*”

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 the date in question, the Claimant, who held seniority as a Drawbridge Tender, was on furlough due to a reduction in force.

On June 17, 1992, the Carrier recalled the Claimant from furlough and assigned him to Bridge Tender service on a temporary basis. The Claimant worked three hours and filed a work report claiming to be paid at the time and one-half rate pursuant to Rule 53 of the Agreement. The Claimant was notified by the Carrier that he would be paid at the straight time rate instead of the time and one-half rate he claimed. Thus, the instant claim was filed to recover the difference in pay.

The Carrier denied the claim contending that the Claimant was assigned on a temporary basis because the position of Bridge Tender on Bridge 710 had been abolished, and, therefore, he was not entitled to the time and one-half rate of pay. The Carrier also argues that this matter has already been resolved by this Board in previous cases involving the identical situation.

The parties being unable to resolve the issues at hand, this matter came before this Board.

This Board has reviewed the record in this case and we find that the Bridge Tender position at Bridge 710 had been abolished. The record reveals that the bridge was used only on a rare occasion and when it was, a furloughed employee was recalled for the temporary extra work and paid the straight time rate. We agree with the Carrier that this same issue came before this Board on two occasions in the past and this Board denied those claims. See Third Division Awards 29220 and 29222.

This Board desires to maintain a degree of consistency in its rulings. Since these facts are similar to the facts in the earlier cases, this Board finds that a similar award should be issued. Therefore, this claim will be denied.

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 9th day of July 1997.