

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32792
Docket No. MW-32081
98-3-94-3-490**

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

(Brotherhood of Maintenance of Way Employes

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 the Carrier called and assigned Water Service Foreman F. Mau and Water Service Mechanic R. Vironda to perform water service work on February 23, 24, 25 and 26, 1993 and continuous and compensated them at the straight time rate of pay instead of at the time and one-half rate of pay (System File SAC-6-93/UM-8-93).**
- (2) The Agreement was violated when the Carrier called and assigned Carpenter Foreman T. Legner and Carpenters O. Salaiz and J. Cheney to perform Bridge and Building Subdepartment work on March 9, 13 and 16, 1993 and continuous and compensated them at the straight time rate of pay instead of at the time and one-half rate of pay (System File SAC-7-93/UM-13-93).**
- (3) As a consequence of the violation referred to in Part (1) above, Claimant F. Mau shall each be compensated, at the water service foreman’s one-half rate, for the twenty-four (24) hours’ service performed on February 24, 25 and 26, 1993 and for each hour worked from February 27, 1993 and continuing; and Claimant R. Vironda shall be compensated, at the water service mechanic’s one-half rate, for the thirty-two (32) hours’ service performed on**

February 23, 24, 25 and 26, 1993 and for each hour worked from February 27, 1993 and continuing.

(4) **As a consequence of the violation referred to in Part (2) above, Carpenter Foreman T. Legner and Carpenters O. Salaiz and J. _____ shall be compensated, at their respective one-half rates, for twenty-four (24) hours' service performed on March 9, 13 and 16, 1993 and for each hour worked from March 17, 1993 and continuing until this matter is resolved."**

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 essential facts of this case are not in dispute. Claimants' regularly assigned positions were abolished as of February 22, 1993. Both employees were placed on furlough status. On dates following February 22, 1993, Claimants were called for temporary work as B&B Water Service Foreman and Water Service Mechanic. The Organization seeks pay at the rate of time and one-half for each day Claimants worked.

Prior Awards on this property have clearly established that Rule 53(c) applies only to temporary work performed outside the hours of an assignment. Third Division Awards 29220, 29222, and 26707. In this case, as well as in the cases cited, there was no assigned position out of which these Claimants were working. They were on furlough

status at the time they worked the temporary positions. Accordingly, they are not entitled to the punitive rate of pay for those days.

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 23rd day of September 1998.