

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 34999
Docket No. MW-31077
00-3-93-3-89**

The Third Division consisted of the regular members and in addition Referee Martin F. Scheinman when award was rendered.

**(Brotherhood of Maintenance of Way Employes
PARTIES TO DISPUTE: (
(Consolidated Rail Corporation**

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier assigned junior employees D. W. Piper and W. S. Meyers to transport vehicles from Duncannon to Williamsport, Pennsylvania on September 26 and 27, 1991 (System Docket MW-2338).**
- (2) As a consequence of the violation referred to in Part (1) above, Claimant C. D. Murphy shall be compensated at his time and one-half rate of pay for all wage loss suffered.”**

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.

This case involves a claim by the Organization that the Carrier violated Rule 17 of the Agreement when it assigned employees junior to the Claimant to perform overtime service shuttling two trucks between Duncannon and Williamsport, Pennsylvania. The Organization asserts that the Claimant regularly was assigned as a Casual Driver and that he operated the Carrier's pickup trucks during his regular workweek. According to the Organization, the Claimant, therefore, was qualified, available and willing to perform the overtime assignment. It insists that the assignment involved work ordinarily and customarily performed by him during his workweek and he should have been given the assignment due to his higher seniority. The Organization asks that the Claimant be compensated at his overtime rate, which is the rate of pay he would have earned had he been assigned to perform the disputed work.

The Carrier, on the other hand, asserts that it had no obligation under Rule 17 to utilize the Claimant, a member of the Tie Gang, to move vehicles that were the normal equipment of the Surface Support Gang. According to the Carrier, members of the Surface Support Gang had first preference for overtime duty involving equipment ordinarily and customarily operated by them during their workweek.

Based on our review of the record evidence, we deny the Organization's claim. We are persuaded that the phrase "work ordinarily and customarily performed by them during the course of their work week or day" in Rule 17 signifies that employees should be given overtime priority for work involving their usual assignment. Here, according to record evidence, the subject vehicles were the normal equipment of the Surface Support Gang and the vehicles were transported in connection with the work of that Gang. There is no record evidence that the Claimant ordinarily and customarily performed Surface Support Gang work. We conclude, therefore, that the work of transporting Surface Support Gang trucks between Duncannon and Williamsport, Pennsylvania, was properly assigned to qualified and available members of that Gang rather than to the Claimant.

AWARD

Claim denied.

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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 20th day of September, 2000.