

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24166
Docket Number MW-24330

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: { Brotherhood of Maintenance of Way Employees
{ Burlington Northern Railroad Company
{ (formerly St. Louis-San Francisco Railway Company)

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

(1) The Agreement was violated when the Carrier failed and refused to compensate Mechanic R. E. Haile for time worked following his regular assigned work period on March 20, 27, 31, April 3, 10, 17, 1980 and for time worked during rest days on March 16, 23, April 6, 13, 19 and 20, 1980 (System File B-1948/D-9978).

(2) As a consequence of the aforesaid violation, Mechanic R. E. Haile shall be allowed 52.2 hours of pay at his time and one-half rate."

OPINION OF BOARD: The Claimant is a Travelling Maintenance of Equipment Mechanic and, according to him, he was required to load and/or unload machine parts at his work point or the Roadway Equipment Shop and to transport parts between certain points with the Carrier's truck preceding or following - but continuous with - his regular assignment or on his rest days. The Claimant submitted claims for overtime service seeking time and one-half pay for the pertinent time spent and he cites certain Rules assertedly in support of the claim.

The Claimant uses Company-provided transportation and it is conceded that he does carry certain parts and does commute. However, the Company points out that he does receive a "call" of two hours and forty minutes at the overtime rate of pay when he delivers defective parts from the work location and picks up new parts and supplies to take back to the work location.

Notwithstanding the arguments advanced by the parties concerning compensation to this Employee and to others who perform the same type of work, we have not read anything in the Rules Agreement which tends to support the conclusions reached by this Claimant.

As we understand the facts of the case it is our conclusion that the compensation paid to the Claimant herein is in accordance with the contractual requirements and there is no basis for any further claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: Acting Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 15th day of February 1983.

