

PUBLIC LAW BOARD NO. 2452

PARTIES Brotherhood of Maintenance of Way Employees
TO
DISPUTE: and
Western Maryland Railway Co.

STATEMENT
OF CLAIM: Claim on behalf of W. W. Currence, Chauffeur at Elkins, West Virginia, for two (2) hours overtime account of Welder Helper R. J. Arbuthnot being used to perform the Chauffeur's duties of driving a truck from Elkins to Cumberland and hauling materials from Cumberland to Elkins.

FINDINGS: By reason of the Agreement dated June 14, 1979, and upon the whole record and all the evidence, the Board finds that the parties herein are employe and carrier within the meaning of the Railway Labor Act, as amended, and that it has jurisdiction.

The conference issue raised here is comparable to the one raised in Docket No. 2 and resolved in Award No. 2. For the reasons stated in Award No. 2, the issue is resolved in favor of the Carrier.

On the claim date, Claimant held a position of Chauffeur in the Track Gang at Elkins, West Virginia. Employes charge that on the claim date, Carrier assigned R. J. Arbuthnot "to go to Cumberland to pick up materials that had to be hauled". Employes contend that the Claimant should have been called.

Carrier denied the claim on August 14, 1978, stating that Arbuthnot accompanied Welder I. J. Vance to Cumberland to pick up Welder's truck No. 81218. The materials picked up and transported to Elkins were for signal and not for track use.

In appealing the claim on September 19, 1978, Employes charged that Arbuthnot was used to "drive a truck from Elkins to Cumberland and return hauling materials".

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Carrier again denied the claim on November 16, 1978, repeating in more precise terms what had been stated in the August 14, 1978 denial.

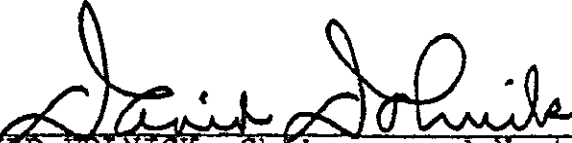
Carrier at no time denied that Arbuthnot drove a truck from Elkins to Cumberland. The vehicle Arbuthnot drove from Elkins to Cumberland was a gang truck. It did not belong to the welders. On the return trip only did he drive the welder truck. That being so, Carrier should have called the claimant to work overtime and drive the gang truck from Elkins to Cumberland.

For the reasons herein stated, the Board finds that the Carrier violated the Agreement and that the claim has merit.

AWARD

Claim sustained. Carrier is directed to pay the claim within thirty (30) days of the date of this award.

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DAVID DOLNICK, Chairman and Neutral Member


W. C. COMISKEY, Carrier Member


WILLIAM E. LA RUE, Employee Member

DATED: April 16, 1980