

PUBLIC LAW BOARD NO. 5606

PARTIES) BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
) DIVISION OF THE INT'L BROTHERHOOD OF TEAMSTERS
 TO)
DISPUTE) SPRINGFIELD TERMINAL RAILWAY COMPANY

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

1. The Agreement was violated when the Carrier assigned Waterville Maintenance Crew #3643 instead of Zone B Production Crew to perform rest day overtime service on September 24, 25, 2005 and October 1, 2, 8 and 9, 2005.
2. As a consequence of the violation referred to in Part (1) above, Zone B Production Crew Equipment Operator John Maxwell shall be allowed seventy-two (72) hours pay at the equipment operator overtime rate of pay. (Carrier File MW-06-03)

FINDINGS:

The Board, after hearing upon the whole record and all the evidence, finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended; this Board has jurisdiction over the dispute involved herein; and, the parties were given due notice of hearing thereon.

The overtime work at issue on the rest days of Saturday and Sunday is found to have involved continuation of a work project whereby Waterville Maintenance Crew #3643 was working in conjunction with a Construction Crew at North Anson, Maine during the regularly assigned work week. This work was said to have involved ties, brush cutting, rail replacement, stone distribution, surfacing, panel construction, crossing replacement, bridge work and switch rehabilitation. In this respect, the Carrier offered into the record, without challenge, as concerns the dates of claim, that on September 24 there was panel construction; September 25, crossing installation; October 1, panel construction; October 2, crossing installation; October 8, crossing work; and, October 9, crossing work.

The assignment Clamant held during the regularly assigned work weeks involving the rest day work at issue was that of a Production Crew Equipment Operator, installing ties at Leeds, Junction, a location approximately 150 miles from the specialized nature of the work that was being performed at North Anson.

Article 20, Overtime, of the current Agreement states in part here pertinent the following:

Planned overtime, rest day, and holiday work which is a continuation of a work project of a specialized nature, such as tie and surface, rail laying, construction, clean-up, etc., will be given to the specialized crew ordinarily doing this type of work during the regular assigned work week, with the members of the specialized crew being utilized in the order of their seniority, if available.

Accordingly, the Board finds in application of Article 10, Overtime, Claimant did not have a contractual right to the claimed rest day overtime. It was only under the further provisions of Article 10 that Claimant would have stood for rest day overtime had the Carrier determined a need for additional forces on the aforementioned work project of a specialized nature. That is under those provisions of Article 10 which read as follows:

If additional forces are needed for such planned overtime, rest day, and holiday work, preference will be given first to the closest specialized crew within the Production Zone and then to the closest Maintenance Crew with the Production Zone. If more additional forces are needed, the closest I&R Crew will be utilized. It is understood that in the application of the above, all forces within the Production Zone which contains the work involved will be used before other forces are called.

In view of the above considerations and overall study of the record the claim will be denied.

AWARD:

Claim denied.



Robert E. Peterson
Chair & Neutral Member



Anthony F. Lomanto
Carrier Member



Stuart A. Hulburt, Jr.
Organization Member

North Billerica, MA

Dated 2/5/08