

Award No. 17
Docket No. 18

PUBLIC LAW BOARD NO. 2452

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

STATEMENT Claim on behalf of D. G. Rader, Chauffeur on
OF CLAIM: Tie Unit Force 1215, for the following hours' overtime worked by C. S. Day, L. A. Ashby and F. C. Campbell:

August 24, 1978 - 5½ hours
September 13, 1978 - 5 hours
September 14, 1978 - 1½ hours.

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 employee 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 same issue raised in Docket No. 2 and resolved in Award No. 2. For the reasons stated in Award No. 2, this issue is resolved in favor of the Carrier.

Ordinarily, Claimant, who was Chauffeur on Tie Unit Force 1215, transported the gang from the camp cars to the job site and return. On the claim dates, Class "A" Roadway Machine Operators L. A. Ashby and F. C. Campbell worked overtime on August 24, September 13 and 14, 1978 and used their own vehicles to travel to and from the work site. C. S. Day did not work overtime on August 24, 1978. He was not a member of Force 1215 on that date. He was Production Foreman and performed this function on September 13 and 14, 1978. Production Foreman A. J. Borum supervised the overtime work on August 24, 1978. They, too, drove their own cars. Employees contend that the Carrier violated the Agreement when it deprived the Claimant of overtime.

The fact is that the Claimant transported all other employees of Tie Unit Force 1215 from the camp cars to the job site and return on each of the claim dates. The few employees required to work overtime on those dates drove their own cars.

No rule is cited that requires Carrier to schedule overtime for all employees in a gang. The fact is that other employees of the gang, those transported by the Claimant, also did not work overtime on the claim dates. Nor is there a rule which obligates the Carrier to transport each member of the gang to and from the job site. Carrier may allow monetary compensation for the use of private cars.


Upon this record, the Board finds that the Carrier did not violate the Agreement and that there is no merit to the claim.

AWARD

Claim denied.

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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