

PUBLIC LAW BOARD NO. 2960

AWARD NO. 79
CASE NO. 92

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees
and
Chicago & North Western Transportation Company

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when Foreman P. E. Wolfe and Trackman L. J. Campani were not called to perform over-time service on their assigned section territory on March 5 and 6, 1982. (Organization File 2T-3031; Carrier File 81-24-136).
- (2) Foreman Wolfe and Trackman Campani shall be allowed eleven and one half (11 1/2) hours each at their respective over-time rates.

OPINION OF THE BOARD:

This Board, upon the whole record and all of the evidence, finds and holds that the Employee and Carrier involved in this dispute are respectively Employee and Carrier within the meaning of the Railway Labor Act, as amended, and that the Board has jurisdiction over the dispute involved herein.

The basic facts are not in dispute. On March 5 and 6, 1982, the Claimants, Wolfe and Campani, were employed as crew members of the Des Moines Hull Avenue Section with regularly assigned hours of 7:30 a.m. to 4:00 p.m., Monday through Friday. On those dates, which were the Claimants' regular rest days, the assigned Des Moines weekend crew performed maintenance on a switch which was located within the

perimeters of the Claimants' territory. The assigned Des Moines weekend crew was bulletined to work Thursday through Monday at Des Moines terminal which encompassed the Claimants' section. The claim basically contends that the work in question should have been performed by the Claimants on overtime.

At the center of this dispute are Rules 4, 16 and in particular, Rule 23 (1). Rule 23 (1) states:


"(1) Work on unassigned days - Where work is required to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employe who will otherwise not have 40 hours of work that week; in all other cases by the regular employe."

It is clear from Rule 23 (1) that to prevail in their contention that the Claimants were entitled to the work in question on an overtime basis the Union would have had to show that the work was not part of another assignment.

The Board must conclude under these facts and circumstances that the Claim is without support. The Board is convinced that the work in question was properly part of the weekend gang's assignment, even though their territories overlapped. In view of this, the Claimants do not have, per Rule 23 (1), exclusive right to overtime.

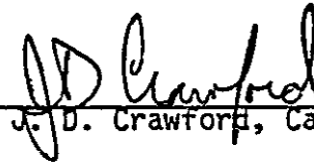
AWARD:

The Claim is denied.



Gil Vernon, Chairman


H. G. Harper, Employee Member


J. D. Crawford, Carrier Member

Dated: 2/22/85