

SPECIAL BOARD OF ADJUSTMENT 1016

Case No. 204

Award No. 204

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES

-and-

CONSOLIDATED RAIL CORPORATION

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

(1) The Agreement was violated when on February 12, 13 and 14, 1996; and on March 26 and 27, 1996; the Carrier assigned B&B Foreman J. M. Garrett to operate a log loader to pick up ties and other track materials from the Greenville Running Track, Mile Posts 159 to 152, haul said materials to the Ansonia Yard at Ansonia, Ohio and stack it there for later use by the Track Sub-Department forces.

(2) The Agreement was violated when on April 3 and 4, 1996, the Carrier assigned B&B Foreman J. M. Garrett to operate a log loader to pick up ties and other track materials at the Ansonia Yard, Ansonia, Ohio and haul said materials to Hawthorne Yard at Indianapolis, Indiana for use by the Track Sub-Department forces.

(3) As a consequence of the violations referred to in Part (1) above, Mr. R. C. Decker shall be allowed fifty (50) hours' pay at the vehicle operator's time and one-half rate.

(4) As a consequence of the violations referred to on Part (2) above, Mr. R. C. Decker shall be allowed twenty (20) hours' pay at the vehicle operator's time and one-half rate.

FINDINGS:

This Board, upon the whole record and all the evidence, finds as follows:

That the parties were given due notice of the hearing;

That the Carrier and 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 Board has jurisdiction over the dispute involved herein.

On February 12, 13 and 14 1996; and on March 26 and 27, 1996, the Carrier assigned a B&B Foreman to operate a log loader to pick up ties and other track material from the Greenville Running Tracks and haul said material to the Ansonia Yard at Ansonia, Ohio where it was stacked for use by the Track Sub-Department forces.

On April 3 and 4, 1996, the Carrier assigned the same B&B Foreman to operate a log loader to pick up ties and other track material at Ansonia Yard and haul this material to Hawthorne Yard in Indianapolis, Indiana for use by Track Sub-Department forces.


The B&B Foreman did not work overtime on any of these days.

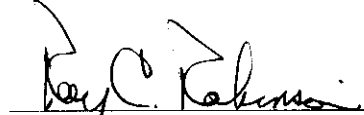
The Claimant is a Vehicle Operator who regularly operated a boom truck/log loader. He filed two claims/grievances contending that he should have been used on overtime to perform the work assigned to the B&B Foreman. He cited the Scope Rule, Rule 16 and Rule 17 of the BMW-CONRAIL Agreement in support of his claims/grievances.

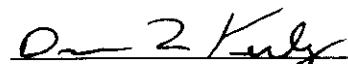
The Carrier denied the two claims/grievances contending that the B&B Foreman was temporarily assigned to operate the log loader in accordance with Rule 19.

In this Board's opinion, Rule 19 gave Conrail the right to temporarily assign a B&B Foreman to operate a log loader to haul material. There is no evidence that the B&B Foreman was not qualified to perform this assignment. Operation of the log loader is not work that is exclusively reserved to Vehicle Operators by the parties' Scope Rule or practice. Therefore, the Claimant did not have the exclusive right to operate this vehicle. His claims/grievances are denied as a result.

AWARD: Claim denied.

  
Robert M. O'Brien, Neutral Member

  
Roy C. Robinson, Employee Member

  
Dennis L. Kerby, Carrier Member

Dated: 4/30/02