

SPECIAL BOARD OF ADJUSTMENT 1016

Case No. 205

Award No. 205

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 the Carrier assigned Machine Operator E. L. Zalinski to operate a bus (vehicle operator duties) assigned to Rail Gang 112 on February 26 through March 14, 1996, instead of recalling and assigning furloughed Vehicle Operator R. E. Dunkelberger to perform said work.

(2) The Agreement was violated when the Carrier assigned Repairmen Bixler and Christian to operate a fuel truck, boom truck and bus (vehicle operator duties) on March 18, 19, 20, and 21, 1996 instead of recalling and assigning furloughed Vehicle Operators R. E. Dunkelberger and J. L. Rothermel to perform said work .

(3) As a consequence of the violation referred to in part (1) above, Claimant R. E. Dunkelberger shall be compensated at the vehicle operator's rate of pay for all hours work by Machine Operator E. L. Zalinski performing vehicle operator's duties during the period in question and any lost benefits with proper credits normally due.

(4) As a consequence of the violation referred to in Part (2) above, Claimants R. E. Dunkelberger and J. L. Rothermel shall each be compensated at the vehicle operators rate of pay for all hours worked by Repairmen Bixler and Christian performing vehicle operator's duties during the period in question with proper benefits and credits normally due.

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.


In February and March 1996, the Claimants were in a furloughed status waiting the start of the 1996 production season. They are Vehicle Operators.


On various days between February 26 and March 21, 1996, the Carrier assigned two Repairmen to operate a fuel truck, a boom truck and a bus to Selkirk, New York. These vehicles were to be used by rail gangs during the upcoming production season.

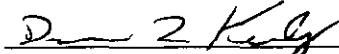
On April 22, 1996, the Organization filed a time claim on behalf of the Claimants for the days on which the two Repairmen operated vehicles to Selkirk. It is the Organization's contention that the Claimants hold seniority as Vehicle Operators and should have been recalled from furlough to transport these vehicles.

In this Board's opinion, Rule 19 of the BMW-CONRAIL Agreement gave the Carrier the right to temporarily assign Repairmen the work of operating vehicles to the site or work gangs in preparation for the production season. The Claimants did not have the exclusive right to this work. Therefore, the Carrier was not obligated to recall them from furlough. The claim is 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