

SPECIAL BOARD OF ADJUSTMENT 1016

Case No. 207

Award No. 207

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 used Mr. T. J. Dilliplane to perform overtime service in connection with the moving of camp cars and equipment from Conemaugh to South Fork, Pennsylvania on April 19, 1996; from South Fork to Cresson, Pennsylvania on May 10, 1996; and from Cresson to Duncannon, Pennsylvania on May 24, 1996.

(2) As a consequence of the violation referred to in Part (1) above, Class 2 machine Operator D. A. Hilands shall be compensated at his appropriate overtime rate of pay for all hours expended in the performance of the work in question.

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 April and May 1996, the Claimant was a Class 2 Machine Operator in Rail Gang 121. Employee Dilliplane was also a Class 2 Machine Operator in Rail Gang 121. The Claimant had more seniority than Mr. Dilliplane.

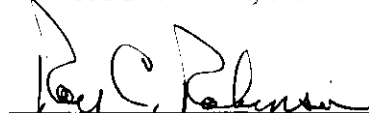
On April 19, May 10 and May 24, 1996, Mr. Dilliplane was assigned to move camp cars being used by Rail Gang 121. This was overtime work for him. On each of these days, the Claimant was observing a rest day.

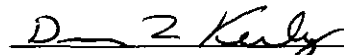
On May 30, 1996, the Organization filed a time claim on behalf of the Claimant contending that he should have been given the overtime worked by Mr. Dilliplane on April 19, May 10 and May 24, 1996, since he is senior to Mr. Dilliplane. The Carrier denied the claim insisting that the Claimant was not qualified to perform certain functions that may arise during a typical camp car relocation, such as correcting electrical or plumbing malfunctions. According to Conrail, Mr. Dilliplane was assigned to relocate the camp cars since he was responsible for maintaining camp cars during his workweek.

Before an employee is entitled to overtime based on his seniority it must be shown that the more senior employee is qualified to perform the work of the overtime assignment. In the instant case, the Claimant has not demonstrated that he was qualified to correct mechanical, electrical or other maintenance problems that may arise when camp cars are being relocated. Conversely, Mr. Dilliplane was qualified to correct such malfunctions since he was responsible for maintaining camp cars during his workweek. Under these circumstances, Conrail had the right to use Mr. Dilliplane on overtime to relocate camp cars on April 19, May 10 and May 24, 1996, even though he was junior to the Claimant. 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