

SPECIAL BOARD OF ADJUSTMENT 1016

Case No. 208

Award No. 208

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 Messrs. H. W. Wilkinson and/or C. L. Immel to perform overtime service in connection with the moving of camps cars and equipment:

(a) from Fairlane Yards in Cleveland, Ohio to Collinwood Yards in Cleveland, Ohio on July 31 through August 4, 1999;

(b) from Waynesburg, Pennsylvania to South Brownsville, Pennsylvania on August 7 through 11, 1997;

(c) from South Brownsville, Pennsylvania to Mingo Junction, Ohio on September 11 through 15, 1997;

(d) from Mingo Junction, Ohio to Alliance, Ohio on September 18 through 21, 1997;

(e) from Alliance, Ohio to Youngstown, Ohio on September 25 through 27, 1997;

(f) from Indianapolis, Indiana to East St. Louis, Illinois on November 13 through 17, 1997;

(g) from Youngstown, Ohio to Latrobe, Pennsylvania on November 19 through 24, 1997.

(2) As a consequence of the violation referred to in Part (1) above, Foreman S. Stacy 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.

On various days in July, August, September and November 1997 the camp cars assigned to Rail Gang 230 had to be moved on a work train to the gang's new work location. The Carrier assigned an Assistant Foreman to assist in the camp car movement on some of these days. On other days, a Class 2 Machine Operator was assigned to assist with the movement. They were responsible for ensuring that all electrical and plumbing connections were handled properly and that the cars were properly set up for use by the gang.

The Organization submitted five (5) claims on behalf of the Claimant contending that he should have been assigned to assist with moving Rail Gang 230's camp cars. The Claimant was a Foreman "A" in the Track Department at the time. He was not assigned to Rail Gang 230. Rather, he was a Foreman "A" in Rail Gang 320.

The work of moving camp cars does not accrue exclusively to any craft or class of employees on Conrail. The Foreman "A" classification has not exclusively performed this work. Indeed, the Organization has filed claims on behalf of Machine Operators arguing that they should have been assigned to move camp cars. Therefore, the Organization has acknowledged that moving camp cars is not the exclusive domain of the Foreman "A" classification.

The BMW-Conrail Agreement was not violated when the Carrier assigned an Assistant Forman and a Class 2 Machine Operator to move the camp cars used by Rail Gang 230. The claims filed on behalf of the Claimant are denied as a result.

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AWARD: Claim denied.

Robert M. O'Brien

Robert M. O'Brien, Neutral Member

Roy C. Robinson

Roy C. Robinson, Employee Member

Dennis L. Kerby

Dennis L. Kerby, Carrier Member

Dated: 4/30/02