

SPECIAL BOARD OF ADJUSTMENT 1016

Case No. 210

Award No. 210

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 SI-403 forces to perform overtime service work (surfacing tracks) on Tracks 600, 601 and 602 in the Conway Yard on June 6, 1997, instead of assigning SM-401 forces R. Shull, Jr., W. Orner, Jr. and R. Compton to perform said work.
- (2) As a consequence of the aforesaid violation referred to in Part (1) above, Messrs. R. Shull, Jr., W. Omer, Jr. and R. Compton shall each be allowed sixteen (16) hours' pay at their respective time and one-half rates.

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.

When the dispute before this Board arose the Claimants were regularly assigned to gang SM-401 (Surfacing Mainline). The gang performed main line track surfacing work during their Monday-Thursday workweek. Friday, Saturday and Sunday were rest days for the gang.

On Friday, June 6, 1997, the Carrier assigned gang SI-403 (Surfacing Interlocking) to surface tracks in Conway Yard. Gang SI-403 surfaced interlockings during their workweek. The Carrier contends that it assigned gang SI-403 this rest day overtime work since its members were senior to the employees on gang SM-401 on the Pittsburgh Production Zone Roster.


On July 11, 1997, the Organization filed a claim and/or grievance on behalf of gang SM-401. It is the Organization's position that this gang was entitled to the rest day overtime on June 6, 1997, since they had surfaced tracks during their regular workweek. According to the Organization, Rule 17 of the BMW-Conrail Agreement therefore gave them preference to this rest day overtime work.


The Carrier denied the claim contending that surfacing *yard tracks* is not work that is normally performed by either gang SI-401 or gang SM-403. Moreover, neither gang had worked in Conway Yard prior to June 6, 1997, and therefore neither gang had a claim to this yard surfacing work on their rest days. Consequently, the Carrier maintains that it assigned this rest day overtime work to gang SI-401 since its members were senior to the employees on SM-403.

Rule 17 gives preference for overtime work to qualified and available employees on work "*. . . ordinarily and customarily performed by them during the course of their work week or day. . .*" Neither gang SI-403 or gang SM-401 ordinarily and customarily performed yard surfacing work during their regular workweek. Nor had either gang worked in Conway Yard prior to June 6, 1997. Therefore, Rule 17 did not give either gang preference to the yard surfacing overtime work in Conway Yard on June 6, 1997.

Both gang SI-403 and gang SM-401 were equipped to perform track surfacing work. Employees assigned to both surfacing gangs were qualified and available to perform surfacing in Conway Yard on June 6, 1997. Therefore, the Carrier assigned this rest day overtime work to gang SI-403 since its members were senior to the members of gang SM-401 on the Pittsburgh Production Zone Roster. In our opinion, this did not violate Rule 17 and the claim must be 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