

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26236
Docket Number MW-26367

Charlotte Gold, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(National Railroad Passenger Corporation (Amtrak) -
(Northeast Corridor)

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

1. The Agreement was violated when Truck Driver L. Holt was not called to perform overtime service on his assigned position (Truck Driver Gang Z-072) on July 8, 1983 (System File NEC-BMWE-SD-742).

2. Because of the aforesaid violation, Truck Driver L. Holt shall be allowed six and one-half (6 1/2) hours of pay at his time and one-half rate."

OPINION OF BOARD: This Claim arose when a Foreman drove a truck from Marcus Hook to Penn Coach Yard and return on Claimant's rest day. The Organization alleges that, in accordance with Rule 55(a), Claimant, a Truck Driver, should have been given preference for overtime work, since he was qualified and available, he was residing near his headquarters, and this was work he ordinarily and customarily performed. It seeks payment at the overtime rate.

Carrier maintains that driving a Carrier-owned truck is not work that accrues exclusively to Truck Drivers. It contends that there is no provision in the Scope and Work Classification Rule or any other Rule that provides a basis for a Claim of exclusive entitlement. Carrying out an equipment move is normally and customarily handled by Foreman. Further, the Foreman's assignment that day did not involve just the operation of a Carrier truck.

A review of the Agreement language in question reveals that the work in question is not work that accrues solely to Truck Drivers. The Scope Section of the Agreement states that "The listing of work under a given classification is not intended to assign work exclusively to that classification." At the same time, there is no showing that, by practice, this work has been reserved to Truck Drivers.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as approved June 21, 1934;

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That this Division of the Adjustment Board has jurisdiction over the dispute involved herein: and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest::



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 29th day of January 1987.