

The Second Division consisted of the regular members and in addition Referee James E. Mason when award was rendered.

(International Association of Machinists and Aerospace
(Workers
PARTIES TO DISPUTE: (
(The Belt Railway Company of Chicago

STATEMENT OF CLAIM:

1. That under the current Agreement the Carrier improperly and unjustly dealt with Machinist employee H. P. Medina and the terms of the Agreement, specifically Rule 10 thereof was violated when on the Good Friday Holiday of March 28, 1986 the Carrier arbitrarily assigned Machinist T. Velloreuzhathil to work eight (8) hours at the overtime rate on said holiday as the daylight inspector on the outside service track.

2. That said Carrier action violated Machinist employee H. P. Medina's right to perform Holiday overtime service in keeping with his standing on the overtime board.

3. That accordingly, the Carrier be ordered to additionally compensate Machinist H. P. Medina eight (8) hours pay at the time and one-half rate for the March 28, 1986 Good Friday holiday.

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

This claim concerns itself with an alleged violation of Rule 10 of the Agreement which provides that records be kept of overtime and that the overtime worked be distributed equally among the employees of the craft.

On the Good Friday holiday, March 28, 1986, Claimant was not used for premium pay work on the holiday. Rather, he was given the day off and was compensated in accordance with the provisions of the paid holiday rule. The allegation in this case is that another Machinist performed premium pay work on the first shift on the holiday and his use caused a violation of the above-mentioned Rule 10.

Carrier responded to this claim by stating that, on this property, the distribution of overtime is controlled by the Local Union Committee and that holiday work has not been considered as "casual" overtime. Rather, because of the nature of Carrier's service requirements wherein some service is required on all seven days of the week, the practice has been to use those employees who are normally scheduled to work on that particular day of the week for the service which is necessary to be performed on the holiday. In this case, the Machinist who was used on the first shift on Friday, March 28, was regularly assigned to perform this work on a Tuesday through Saturday basis and, therefore, was properly used for premium pay work on the Friday holiday.

We have carefully reviewed the record of this case and have considered the presentations of the parties. It is our opinion that there has not been a proven violation of the Rules Agreement.

Rule 10 is not novel to this property. In one form or another, it is found in almost all Machinist contracts on the railroads of this country. This Rule has been the subject of numerous interpretations by this Board. As was ruled in Award 8065 of this Division:

"This Board has consistently interpreted the equal distribution rules as applying over a reasonable period of time. Absent specific language to the contrary, it has not interpreted this rule to mean that Employees must be called for overtime on a first in - first out basis."

This particular case, however, involves more than the simple distribution of overtime under Rule 10. Here we have a disagreement between the parties over the proper method of filling assignments on holidays. From this record it is clear that there is considerable variance between the respective positions of the parties on who should be used for the premium pay work on the holidays. The one thing which is clear from this record is that there is no clearly definable procedure on this property for the assignment of holiday work. The Organization argues that because the advertising bulletin does not include work on holidays by specific reference, such premium pay work is not a part of the regular assignment and should be considered as "casual" overtime subject to distribution under Rule 10. Carrier, on the other hand, argues that where, as here, the bulletined assignment encompasses the day on which the holiday occurs, the incumbent is properly used for the premium pay work on the holiday. While both of these contentions may have a kernel of logic in them, this Board cannot create work and/or assignment procedures where none now exists. It is incumbent on the parties to develop between themselves the procedures they wish to use in the assignment of employees to the performance of this premium pay work and to establish the recordkeeping methods they wish to have to police those procedures. It is recommended that these parties do so to avoid situations like this in the future.

The case record here does not support Organization's claim. The claim as presented must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 10th day of August 1988.