

(Advance copy. The usual printed copies will be sent later.)

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 6416
Docket No. 6242
2-SCL-CM-'73

The Second Division consisted of the regular members and in addition Referee Irving R. Shapiro when award was rendered.

Parties to Dispute:

{ System Federation No. 42, Railway Employees'
Department, A. F. of L. C. I. O.
(Carmen)

{ Seaboard Coast Line Railroad Company

Dispute: Claim of Employees:

1. That under the current applicable agreement the Carrier violated the current working agreement when Engine Carpenter, L. E. Scott, was held on duty beyond his regular working hours for one and one half (1½) hours.
2. That accordingly the Carrier be ordered to compensate Engine Carpenter, R. E. Denson four (4) hours at straight time rate of pay.

Findings:

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

The carrier or carriers and the employe or employees involved in this dispute are respectively carrier and employe 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.

From the evidence of record, we do not find that any of the rules cited by the Employees support their claim.

The Employees cite a Letter of Understanding dated August 10, 1962, between Carrier's General Master Mechanic and the General Chairman which relates to the application and interpretation of Rules 1, 5, and 9.

"It is agreed that when it is foreseen that the time involved to finish a particular job, or complete an inspection of a particular train will exceed two thirds of an hour, except where an emergency arises over which we have no control, we will respect the overtime board in placing men for such work."

The Seaboard Air Line Railroad and Atlantic Coast Line Railroad merged effective July 1, 1967, to become the Seaboard Coast Line Railroad. The two Agreements in effect at the time of the merger were consolidated into one agreement, effective January 1, 1968. The letter of August 10, 1962 was not included in the new agreement. However, the parties did agree on how overtime would be distributed and how it would be handled in a Letter of Understanding, Appendix "Q" to the Agreement:

"In the application of Overtime in Agreement between the Seaboard Coast Line Railroad Company and your respective Organizations, it is understood and agreed that the following procedure will be followed:

"The organizations, with the cooperation of the local management, will keep record of all overtime worked, and when it is necessary to call or notify employees for overtime the distribution of overtime will be handled through mutual agreement between the local committee and the local supervisor."

Therefore, this is a matter that can only be settled by the process of negotiation on the property, not by an Award of this Board. We find that the claim should be dismissed.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:

E. A. Killeen

Executive Secretary

Dated at Chicago, Illinois this, 3rd day of January, 1973.