Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD Award No. 6658
SECOND DIVISION Docket No. 6483
2-LI-MA-'74

The Second Division consisted of the regular members and in addition Referee Robert M. O'Brien when award was rendered.

Parties to Dispute: (International Association of Machinists and Aerospace Workers
(The Long Island Rail Road Company

Dispute: Claim of Employes:

That the Carrier violated the existing controlling agreement when a Machinist was assigned to work overtime on a position which is owned by award by another Machinist without giving the incumbent an opportunity to work.

That, accordingly, the claimant, Machinist K. A. Morris, Jr., be compensated eight (8) hours at the punitive rate of pay for work performed on his position by another Machinist on November 10, 1971.

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 employes 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 were given due notice of hearing thereon.

Claimant is the owner of a Machinist position on the Drop Pit at Carrier's Morris Park Roundhouse while Machinist Kramer owns a position in the Running Repair Department at Morris Park. On the claim date Kramer was working overtime on locomotive 229 and when he completed his work thereon Carrier used him to perform work on another engine located on the drop pit. The Organization maintains that the use of Kramer on overtime on the drop pit violated Rule 22 as well as paragraph (c) of the November 16, 1959 Agreement. Specifically, they contend that pursuant to this latter Agreement a list of Machinist Drop Pit Operators was posted advising who was to be

called to work overtime on the drop pit, and, according to that roster, claimant was scheduled to work overtime but Carrier used Kramer instead. Paragraph (c) of the November 16, 1959 Agreement, the Organization stresses, requires that the Local Committee will supply the necessary employees to work overtime on a specific assignment when so requested by the Supervisor in charge. They charge that such was not done in the case at bar.

Carrier, however, alleges that when Machinist Kramer completed work on engine 229 it became necessary that work be performed on another locomotive and since he was available he was assigned the work. They contend that since Kramer was properly selected by the Local Committee for the overtime work on engine 229, paragraph (d) of the Agreement in question allowed it to use Kramer until relieved. Nor, Carrier insists, has claimant been adversely affected by the use of Kramer since the contract fails to designate any specific period in which overtime must be equalized.

We are persuaded that when it was determined that work was required on an engine on the drop pit such work constituted overtime on a specified job as that term is used in paragraph (c) of the November 16, 1959 Agreement requiring the Local Committee, after notification by the Supervisor in charge, to arrange to supply the necessary qualified employee to work thereon. Carrier failed to comply therewith. Paragraph (d) of the same Agreement lends no support to Carrier's failure to comply with paragraph (c). The Agreement must be read in its entirety and, as such, we construe paragraph (d) to apply only to the "specified job" to which Kramer was duly assigned. Thus Kramer could be required to complete work on engine 229, to which he was duly assigned, or until relieved by Carrier prior to completion thereof. To hold that Carrier could work an employee on overtime on several distinct assignments would render the term "specified job" in paragraph (c) null and void.

We are unable to find support in Carrier's contention that the Organization failed to furnish it with the overtime records required to be kept per the Agreement. The record is devoid of where such request was made on the property by the Carrier and we are precluded from entertaining such contention now. Finally, we have carefully examined the Awards relied on by Carrier, particularly those relative to distribution of overtime, and we find the Rules relied upon therein clearly distinguishable from paragraph (c) of the pertinent Agreement. Thus they are of no precedential value.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 20th day of March, 1974.