

The Second Division consisted of the regular members and in addition Referee David P. Twomey when award was rendered.

Parties to Dispute: (System Federation No. 7, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(Burlington Northern, Inc.

Dispute: Claim of Employees:

1. That the Carrier violated the current Agreement, particularly Rule 8 and Appendix K when it failed to properly call Grand Forks Carman C. Thompson for overtime from the proper shift overtime call list February 2, 1973.
2. That accordingly the Carrier be ordered to compensate Carman C. Thompson in the amount of eight (8) hours at the double (2) time rate for his class for February 2, 1973.

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 waived right of appearance at hearing thereon.

The Claimant was regularly assigned as a Carman on the third shift in the Grand Forks Car Repair Shop, working 11:00 P.M. to 7:00 A.M. with rest days Thursday and Friday. The Claimant worked all the hours of his work week and worked his first rest day, February 1, 1973. On February 2, 1973, the Carrier called an employe from the second shift, the 3:00 P.M. to 11:00 P.M. shift to perform overtime service on the third shift. The Claimant was available on February 2nd, as this was his rest day. The Claimant was first out for overtime on the shift involved. The Organization contends that the Carrier violated Rule 8 of the Agreement when the Carrier did not call Claimant for the vacancy on the third shift on February 2, 1973. The Carrier contends that it is not the intent of Rule 8 or of Appendix K to create conditions under which double time may be required; and that the Organization's position lacks Agreement support. We disagree with the Carrier's contentions and we shall sustain the claim as provided below.

Rule 8(b) provides:

"(b) Overtime will be distributed to employees on each shift by establishment of an overtime call list on each shift in accordance with their qualifications, and employees thereon will be used for overtime work in such rotation as to equally distribute it among them. Record of overtime worked will be kept and made available to Chairman of the Shop Committee upon request for adjustment of inequalities of distribution."
(Emphasis Ours)

The language of Rule 8(b) is clear and unambiguous. It is capable of only one meaning and that is that overtime is on a shift basis; and that the equalization of overtime must be on a shift basis, through the establishment and use of an overtime call list on each shift.

Since this claim is for work not performed we shall sustain the claim to be paid at the straight time rate.

A W A R D

Claim sustained as per findings.

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 7th day of April, 1975.