

The Second Division consisted of the regular members and in addition Referee Abraham Weiss when award was rendered.

Parties to Dispute: (System Federation No. 7, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
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(Soo Line Railroad Company

Dispute: Claim of Employees:

1. That under the current agreement the Soo Line R.R. violated Rule 11, Shops craft agreement Stevens Point, Wis., Shops over-time board, Mr. D. G. Foote letter of March 8, 1976 and Mr. T. F. Kearney's letter of April 21, 1976.
2. That accordingly the Soo Line R.R. be ordered to compensate Carman Gerald Buege for 1/2 hour Oct. 26, 1976, one (1) hour Oct. 28, 1976 and 1/2 hour Oct. 30, 1976 at time and one half.

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.

The matter before us involves the allegation that Carrier violated the overtime list and understandings related thereto. The overtime list, composed of employees requesting opportunity for overtime work, operates on a rotating basis, without regard to seniority. The employee at the bottom of such list is given first opportunity to work overtime not accruing to a bulletined position. Claimant was at the bottom of the overtime list at the time of the incident.

The situation giving rise to the claim is as follows:

A foreman's injury necessitated shifting personnel until his recovery and return to work. The regularly assigned road truck driver was assigned temporarily to fill a vacancy created by the personnel shifts, and Mr. Kalpinski was assigned the vacant truck driver position, pursuant to his written request to the Foreman to fill that position. Mr. Kalpinski was

senior to Mr. Buege, the claimant. On the days in question, when Mr. Kalpinski filled the truck driver's temporary vacancy, he worked a total of two (2) hours' overtime. The instant claim by Mr. Buege is for the two hours' overtime.

The record indicates that Carrier had previously abolished a road driver relief assignment with the understanding that all carmen could share equally in road work and overtime. Inasmuch as Mr. Kalpinski was not on the overtime board, Petitioner maintains that Mr. Buege, the bottom man on the overtime list, was available to fill the road driver's vacancy and should have been given the assignment. Petitioner also bases its claim on statements made by two carrier officers in connection with their denial of a previous claim, that "All employees who are carmen at Stevens Point are entitled to share equally in the road work and overtime".

Carrier's position is that the overtime work on the three days in question was not extra work but part of the road truck driver's assignment; that it had complied with the method of handling temporary vacancies due to illness or vacation of less than 30 days by filling the vacancy with the senior employee making written request; that the employee assigned to fill the temporary vacancy not only made written request for such assignment, but that he has more seniority than claimant Buege; that claimant's position at the bottom of the seniority list did not accord him rights to fill the vacancy; and that a Carman is taken from the bottom of the overtime list only when an employee is needed to accompany the regular truck driver, or when a second truck driver is needed.

Carrier also cited two prior instances, one of which involved the claimant, in which, in accordance with their written request, it assigned them to fill a vacation vacancy on the same truck driver position involved in the instant dispute.

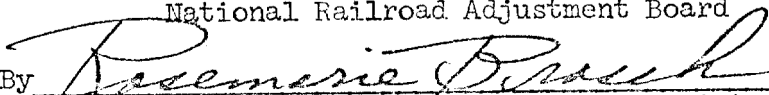
Based on the record before us, we find that the Carrier has complied with the method of assigning work to fill short (temporary) vacancies; that the senior employee making written request had prior claim on such vacancy; and that in making such assignment, Carrier complied with the overtime list and did not violate the Agreement. Accordingly, we must deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 13th day of June, 1979.