

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

(Brotherhood Railway Carmen of the United States
(and Canada
Parties to Dispute: (
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated the controlling Agreement when they called in and used Carman W. C. Huddleston outside his regular assigned hours August 6, 1982.

2. That the Missouri Pacific Railroad Company be ordered to compensate Carman R. A. Ramirez in the amount of two (2) hours and seven-tenths (.7) hours at the punitive rate of pay for this violation.

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.

The Claimant is a Carman at the Carrier's Palestine, Texas, facility. On August 6, 1982, a derailment some 25 miles from there caused the Carrier at 6:55 P.M. to call out Carman W. D. Huddleston as a wheel change truck driver. Two members of the wrecking crew had been called out at 4:15 P.M. as well. Huddleston drives the wheel change truck as part of his regular assignment on Monday through Friday from 7:00 A.M. to 4:00 P.M.

The Claimant was not called upon to drive the wheel change truck on August 6, in spite of the fact that he was the first employee listed on the Overtime Board. Huddleston was not listed on the Overtime Board.

The Organization asserts that the Carrier violated Rule 8:

"RULE 8 DISTRIBUTION OF OVERTIME

(b) Record will be kept of overtime worked and men called with the purpose in view of distributing the overtime equally"

The Organization also cited alleged violations of Rules 12 and 24:

"RULE 12 FILLING NEW POSITIONS OR VACANCIES

(a) New jobs created and vacancies will be bulletined and the oldest employees in point of service shall, if sufficient ability is shown by fair trial, be given preference in filling."

"RULE 24 SENIORITY

(a) Seniority of employees in each craft covered by this Agreement shall be confined to the point and seniority subdivision employed."

The Organization also argues that Huddleston had worked many overtime hours while the Claimant had worked relatively few. Thus, the Claimant did not receive his fair share of overtime.

The Carrier maintains that overtime practices vary greatly from location to location, and that Rule 8(b) does not delineate who will be called for overtime or in what order. The intent of 8(b), according to the Carrier, is to provide general equity with regard to overtime distribution while preserving for each location the flexibility necessary to meet specific day-to-day work needs. In the instant case, though the Claimant was indeed first on the Overtime Board, Huddleston has the necessary expertise to drive the wheel change truck. Moreover, Huddleston had historically driven it outside of his regularly assigned hours as necessary.

After careful study of the record, we find that under Rule 8(b) the Carrier has a general requirement to equalize overtime work. The Rule does not restrict the Carrier to calling employees on the Overtime Board, nor does it specify that the first employee on the Overtime Board shall be the first called. Moreover, we find no evidence in the arguments made on the property that the Claimant's right to equalized overtime was violated by the Carrier's behavior on August 6, 1982. Huddleston had the necessary expertise to drive the wheel change truck, there was a practice in existence of calling him for such work on an overtime basis, and there is no evidence that the Claimant's overtime hours were insufficient in comparison to other Carmen.

Moreover, we find no evidence that Rules 12 and 24 were violated.

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Award No. 10947
Docket No. 10491
2-MP-CM-'86

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 6th day of August 1986.