

The Second Division consisted of the regular members and in addition Referee John J. Mikrut, Jr. 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 Note to Rule 8 of the controlling Agreement when they failed to use Carmen P. M. Peace and K. D. Willard for overtime May 19, 1981 at Palestine, Texas.

2. That the Missouri Pacific Railroad Company be ordered to compensate Carmen P. M. Peace and K. D. Willard in the amount of three (3) hours at the overtime 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 employes involved in this dispute are respectively carrier and employes 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.

Claimants are Journeymen Carmen employed at Carrier's Palestine, Texas Mechanical Department facility.

On May 18, 1981, the Palestine Mechanical Department was assigned to perform extensive repairs on Freight Car MP 822156, a bulkhead flat, in order that the car could be released to the Traffic Department on May 20, 1981. The work, which constituted a general overhaul of the car, included repair of all safety appliances, new couplers, all new decking, and all new end bulkheads.

In order that the repair work might be completed by the deadline, Carrier assigned six (6) Carmen (T. J. Lewis, A. W. Ray, R. A. Ramirez, E. F. Kirby, G. A. Mack and D. W. Cross) who, in addition to their regular assignments, were also assigned to the Wrecking Crew.

Due to the extensive nature of the requisite repair work, and in order to meet the deadline, local Management decided to work more hours on May 18, 1981, and held over two (2) of the Wrecking Crew members (Mack and Cross) for this purpose, supplementing the overtime work by calling two (2) additional Journeymen (W. P. Davis and M. A. Gordon) from the Overtime Board.

On the following day, May 19, 1981, as the deadline neared, Carrier was again faced with the need to work overtime on the project. Since the remaining work only required two (2) Carmen, however, Carrier chose to continue the work by once again holding over two (2) members of the Wrecking Crew (Mack and Cross) who were familiar with the project, rather than calling Claimants who were next in line on the May 19, 1981 Overtime Board.

As a result of the May 19, 1981 incident, Organization filed a Claim alleging that Carrier violated Claimants' Agreement Rule 8 right to work overtime. Said Rule, in pertinent part, reads as follows:

"DISTRIBUTION OF OVERTIME

Rule 8(a) When it becomes necessary for employees to work overtime they shall not be laid off during regular working hours to equalize the time.

(b) Record will be kept of overtime worked and men called with the purpose in view of distributing the overtime equally. Local Chairman will, upon request, be furnished with record."

In support of its position, Organization contends that Carrier failed to distribute overtime equitably on May 19, 1981, as required by Rule 8. According to Organization, although members of the Carmens' craft, Wrecking Crew members, by virtue of their additional assignment, enjoy many more opportunities to work overtime than Claimants who are not members of the Wrecking Crew. Therefore, according to Organization, since the disputed repair project involved work which was normally performed by Carmen, and since Carrier had assigned Carmen Davis and Gordon to work overtime on the project on the previous day, then Carrier should have assigned the May 19, 1981 overtime to Claimants who were also Carmen, who were on the Overtime Board, but who were not assigned to the Wrecking Crew.

Carrier contends that its action in this matter was in compliance with the applicable provisions of Rule 8. In further support of its position, Carrier offers a veritable litany of Second Division Awards which allegedly address the exact issue at bar involving these same parties. According to Carrier, Second Division precedent (Award Nos. 6613, 7624, 7897, 8335, 8689, 9129 and 9267) has established that Rule 8(b) does not require a slavish adherence to utilizing employees who are on the Overtime Board as long as Carrier distributes overtime equally within a reasonable period of time. Such a practice, Carrier argues, was followed in the instant case.

The Board has carefully read, studied and considered the complete record in this dispute, and is persuaded that Carrier's action regarding the May 19, 1981 overtime assignment was in compliance with the applicable provisions of Rule 8. In this regard, it is particularly noteworthy that Claimants either worked overtime or were offered the opportunity to work overtime on the very next day. Distributing overtime within one (1) day of eligibility on the Overtime Board is well within the reasonable period of time for such purposes as contemplated in Rule 8(b) and as further established by Second Division Award precedent.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 25th day of February 1987.