

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 11289
Docket No. 10988
2-EJ&E-CM-'87

The Second Division consisted of the regular members and in addition Referee T. Page Sharp when award was rendered.

(Brotherhood Railway Carmen of the United States
(and Canada
Parties to Dispute: (
(Elgin, Joliet, and Eastern Railway Company

Dispute: Claim of Employees:

1. That the Elgin, Joliet and Eastern Railway Company violated Rule #97 of the current working Agreement when they failed to call Carmen from the Week-end Repair List (overtime list) for work on Saturday, January 7, 1984; Sunday, January 8, 1984; Saturday, January 14, 1984; and Sunday, January 15, 1984 and instead used recalled Temporary Carmen who were not on the overtime list and only paid them the pro rata rate for their work on said dates.

2. That the Elgin, Joliet and Eastern Railway Company be ordered to compensate the following named Carmen eight (8) hours each at the time and one-half rate of pay on the dates set forth account of said violations of Rule #97.

<u>Sat., January 7, 1984</u>	<u>Sun., January 8, 1984</u>
1. Bryon Russel	4. Everett Lenoir
2. James Leigh	5. Richard Koepl
3. John Gomez	6. Robert Drotar
<u>Sat., January 14, 1984</u>	<u>Sun., January 15, 1984</u>
7. Daniel Mathis	11. John Arbogast
8. Richard Bross	12. John Stingely
9. Harry DeChaunt	13. Dexter Knapp
10. William Trosper	14. Daniel Smythe

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.

This is a companion case to Award 11288 involving Claims filed by the Organization concerning the recall of furloughed employees. In that case the Board held that the Claims for time and one-half for Saturday and Sunday work were denied because Rule 88 of the Agreement permitted flexibility concerning rest days when recalled employees were temporarily unassigned.

These Claims are for the overtime which allegedly Claimants should have received because of the Saturday and Sunday work of the aforementioned unassigned employees. The Claims are that Rule #97 of the Schedule Agreement has been violated. That rule reads:

"Overtime:

(g) When it becomes necessary for employes to work overtime they shall not be laid off during regular working hours to equalize the time. Record will be kept of overtime worked and employes called with the purpose in view of distributing the overtime equally. The responsibility of distributing the overtime equally rests with the Local Chairman of the craft involved."

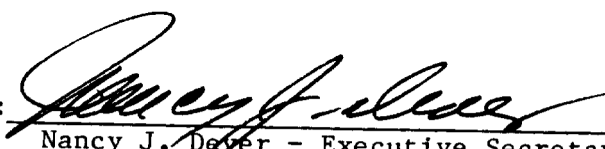
Because the Carrier did not notify the Local Chairman that overtime was to be worked, it is claimed payment is owed to all of the Claimants.

If, as has been held, the working on Saturday and Sunday by the recalled Carmen was not to be paid at the rate of time and one-half, it is axiomatic that no overtime was worked on the days in question. Therefore, the present Claims must fail.

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 1st day of July 1987.