

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

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division of TCU
(Kansas City Southern Railway Company)

STATEMENT OF CLAIM:

1. That the Kansas City Southern Railroad Company (Louisiana and Arkansas Railroad Company) violated the current controlling agreement when Carman C. W. Burchfield was denied the proper rate of pay on August 26, 1988.

2. That the Kansas City Southern Railroad Company (Louisiana and Arkansas Railroad Company) be required to make Carman C. W. Burchfield whole by paying him four (4) hours at the straight time rate account the difference in pay rate for service performed on August 26, 1988.

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.

The Claimant was assigned as a Vacation Relief Carman. The events giving rise to this Claim began on Monday, August 22, 1988. On that date, the Claimant worked a vacation vacancy that had a tour of duty from 3:00 P.M. to 11:00 P.M. He worked that tour through Thursday. On Friday, August 26th, he worked another vacation vacancy, beginning 7:00 A.M. and ending at 3:00 P.M. On that same date, he also worked the 3:00 P.M. to 11:00 P.M. vacation vacancy. The next day, Saturday, August 27, 1988, he again worked the 7:00 A.M. to 3:00 P.M. vacation vacancy.

The question to be resolved is whether Rules 6 and 7 of the Vacation Agreement support the Organization's contention that the last eight (8) hours of the sixteen (16) consecutive hours worked on August 26 constitute overtime for which the Claimant should be paid. Or stated somewhat differently, is the Claimant entitled to the overtime rate when he is assigned to fill a vacation vacancy on the same day when he worked another vacation vacancy.

The practice of "doubling over" is not uncommon on vacation relief work positions on the property involved here or in this industry. Indeed, the record shows that the Claimant has performed such service in the past. The issue here, which mainly is governed by Article 12(a) of the National Vacation Agreement dated December 17, 1941, was interpreted at the request of the parties by Referee Wayne L. Morse. He concluded that, under Article 12(a), a vacancy created by an employee going on vacation does not constitute such a vacancy as to entitle a relief worker punitive payments.

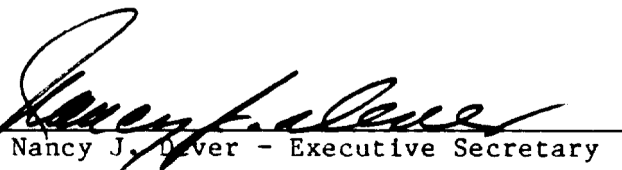
While we recognize that Second Division Award 1514 supports the Organization's position, the predominant weight of past Awards on this same issue have supported the Morse interpretation which we will follow in this matter.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Oliver - Executive Secretary

Dated at Chicago, Illinois, this 15th day of May 1991.