

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 12603
Docket No. 12477
93-2-91-2-289

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division TCU
(CSX Transportation, Inc. (former Louisville
(and Nashville Railroad Company)

STATEMENT OF CLAIM:

- "1. That the Louisville and Nashville Railroad Company (hereinafter referred to as the Carrier) violated the controlling Agreement when on February 15, 1991 they failed to allow Carman M. R. Giera (hereinafter referred as Claimant) to perform work for which he stood on the overtime board at Bedford Park, Illinois for call.
2. That the Carrier should be ordered to compensate Claimant for eight (8) hours at double time rate for which he would have earned had he been called and used for this work."

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 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 Claim of the Carman's Organization is that Claimant was improperly denied an opportunity in an instance when he could have earned double time pay. Claimant was regularly assigned to work from 3:00 PM to 11 PM. On February 14, 1991 he worked that shift and doubled over to work the next shift starting at 11:00 PM. He

sought to work the next ensuing shift beginning at 7:00 AM, but was denied the opportunity to do so. Carrier refused to allow Claimant to work more than sixteen consecutive hours on the basis of safety and welfare and the provisions of Item 9 of Appendix B, to Rule 11 of the Agreement, providing in part:

"...no employee shall work more than 16 hours in any 24 hour period, computed from the starting time of his regular shift, unless in line of road performing emergency service or engaged in wrecking service."

The overtime work Claimant was denied on February 15, 1991 did not fall within the exceptions contained in Item 9, Appendix B, to Rule 11. Accordingly, he had no Agreement entitlement to the work. The Claim is without merit. It will be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Catherine Loughrin
Catherine Loughrin Interim Secretary to the Board

Dated at Chicago, Illinois, this 27th day of October 1993.