

Award No. 6258
Docket No. 6101
2-SLSF-CM-'72

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Irving R. Shapiro when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 22, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Carmen)**

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement, Carman Arlon Pratt of Oklahoma City, Oklahoma was denied the right to work at the beginning of the first shift and was improperly compensated for the services of this shift on June 28, 1969.

2. That accordingly the St. Louis-San Francisco Railway Company be ordered to additionally compensate the aforementioned Carman for six hours on the above mentioned date at time and one-half his pro rata rate.

EMPLOYEES' STATEMENT OF FACTS: Carman Arlon Pratt, hereafter referred to as the Claimant, is employed by the St. Louis-San Francisco Railway Company, hereafter referred to as the Carrier, and is regularly assigned employe on the repair track at Oklahoma City, Oklahoma. The Claimant has complied with the overtime board regulations and has met the requirements of the Memorandum of Agreement between the System Federation No. 22 and the Carrier which became effective November 1, 1946.

There are regularly four Carmen job assignments on the first shift on the repair track. On June 28, 1969 two of these carmen were absent on vacation leaving the working force only two carmen. In accordance with the Memorandum of Agreement effective November 1, 1946, the overtime board was used to fill vacation absences in the absence of vacation relief workers.

June 28, 1969 was the rest day of the Claimant, and he stood second out on the overtime board on that date. The employe first out on the overtime board was called properly to fill one vacation absence on the repair track, but the Claimant was not called at the beginning of the shift to fill the second vacation absence on the repair track. The Claimant was not permitted to go to work until 2:30 P.M. on June 28, 1969 which was two hours before the close of the first shift on the repair track.

In view of the number of carloads of automobiles arriving Oklahoma City in Train 537 and to avoid car detention to the return empty movement, it was decided to call in the claimant for the specific purpose of assisting the force on duty in making such inspection of and repairs to the multi-level cars as required. The claimant's services were not otherwise needed and it would have been a waste of time and manpower to have required the claimant to report for work at 8 A. M. and several hours in advance of the actual arrive of Train 537.

The additional hours claimed between 8 A. M. and 2:30 P. M. are at time and one-half rate, but on familiar principles claim for time lost is not the equivalent of time worked, and the carrier respectfully submits that claim for the overtime rate is unmeritorious under any and all circumstances.

On the basis of the record and all the evidence, the Board is respectfully requested to find that the carrier did not violate the agreement and to deny the claim.

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 basis of this claim rests on a premise which we have consistently denied, namely, that, under controlling contracts and memoranda of agreement, the Carrier is obligated to fill vacancies in normally scheduled work crews caused by vacation or other absenteeism of incumbents regularly assigned. We have held, that the Carrier, may, under such circumstances, blank the position. Awards 8345, 9967, 13162, 13175, 14252, 14699, 15471, 15568, 15633, 16799 and 17477 of the Third Division dealt extensively with this concept and established the applicable principles.

The claimant was called in on his rest day, Saturday, June 28, 1969, to perform a specific job, namely assisting the force on duty in making necessary inspections and repairs to the multi-level cars of Train 537, which arrived at Oklahoma City at 3:15 P. M. instead of its scheduled arrival time of 10:03 A. M. Carrier at no time alleged that claimant was called in because of an emergency. He was required to render only such service as called for because of the late arrival of Train 537.

Rule 7 (d) reads:

“Employes called or required to report for service and reporting shall be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes or less and will be required to render only such service as called for or other emergency service which may have developed after they were called and cannot be performed by the regular force in time to avoid delays to train movements.” (Emphasis ours.)

The claimant was not called out to replace vacationing or absent employes normally scheduled to work Saturdays, and the Carrier had the right,

as indicated above, to blank positions vacant because of such conditions. His call out was not pursuant to Rule 6(f) which might have entitled him to the same shift hours as an employe he would have replaced. His call out from the overtime board was properly under Rule 7(d) and he was properly compensated pursuant thereto.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: E. A. Killeen
Secretary

Dated at Chicago, Illinois, this 13th day of March 1972.