

Award No. 6274
Docket No. 6089
2-SCL-CM-'72

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Don J. Harr when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 42, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. - C. I. O. (Carmen)
SEABOARD COAST LINE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That under the current applicable agreement the Carrier violated the current working agreement when Auxiliary Ground Crewman, B. R. Roughton was not called to accompany the 250 Ton Derrick on June 2, 1969 at Hamlet, North Carolina.
2. That accordingly the Carrier be ordered to compensate Carman B.R. Roughton forty (40) hours and fifty-five (55) minutes at time and one-half pro rata rate of pay.

EMPLOYES' STATEMENT OF FACTS: Carman B. R. Roughton is an auxiliary wrecker groundman with a bid-in position at Hamlet, North Carolina.

There are two (2) derricks stationed at Hamlet, North Carolina. One, a 250 Ton Wrecker and the other is a 100 Ton Wrecker.

There are two (2) wrecking crews at Hamlet, North Carolina. One crew is known as the regular wrecking crew and the other is known as the auxiliary wrecking crew. All are bid-in positions.

When the wrecking crew is called it is immaterial which derrick it may be. The regular wrecking crew accompanies same. If any member of the regular wrecking crew is out of place, the first man out on the auxiliary wrecking crew is called.

When the regularly assigned wrecking crew is called to duty on the 100 Ton Derrick to perform wrecking duties and work, should the 250 Ton Derrick be called, the regular auxiliary wrecking crew accompanies same.

It is the position of the Carrier at Hamlet, North Carolina that it is left to their determination as to how many crewmen will accompany the derrick on any particular wreck or derailment. It, therefore, became necessary, many years ago, to set up what is known as the regular wrecking crew board and another

"Accordingly, it is not a violation of Rule 11 that Carrier did not assign the overtime on SAL 7232 that was required to be performed on May 5. There is no indication in the record that future assignments will not equalize Claimants' overtime with others. That members of wreck crews will from time to time have more overtime than other employees is realistic. The abuse of Rule 11 would be for Carrier then to fail to equalize overtime among all eligible employees over a reasonable period. Petitioner's remedy would be to bring a claim based on a reasonable period of time rather than a specific job or group of jobs."

However, the equal distribution of overtime is not the issue in this case. This question has not been raised by the Organization. The employees were called from the auxiliary overtime board in their regular order of standing, on the board, regardless of overtime credited to the employees. This fact is recognized by the Organization, and is at their request.

As previously stated, the Organization has failed to explain the applicability of Rules 1, 3, 5, 8, 15, and 103, which they allege support this claim, and it is Carrier's position that no violation of these rules occurred.

Carrier reaffirms that this claim is totally lacking in merit and respectfully requests that your Board deny the claim in its entirety.

The respondent Carrier reserves the right, if and when it is furnished ex parte petition presented by the petitioners in this case to make sure further answer and defense as it may deem necessary and proper in relation to all allegations and charges as may have been advanced by the petitioner in such petition and which have not been discussed herein.

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 employee 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 Organization raises a procedural question in their Submission. They contend that the Claim was not properly denied under the provisions of Rule 30 of the Agreement. This issue was not raised during the handling on the property and will not be considered by the Board.

From a review of the record we find no rule, understanding or practice cited by the Employees to support the Claim. This is a matter that can only be settled by the process of negotiation on the property, not by an award of this Board.

The parties have provided for handling of such matters in a Letter of Understanding, Appendix Q to the Agreement.

Appendix Q reads:

"Letter of Understanding

In the application of Overtime in Agreement between the Seaboard Coast Line Railroad Company and your respective Organizations, it is understood and agreed that the following procedure will be follows:

"The Organizations, with the cooperation of the local management, will keep record of all overtime worked, and when it is necessary to call or notify employes for overtime the distribution of overtime will be handled through mutual agreement between the local committee and the local supervisor."

We find that the Claim should be dismissed.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of March 1972.