

The Second Division consisted of the regular members and in addition Referee Robert M. O'Brien when award was rendered.

Parties to Dispute: { System Federation No. 42, Railway Employees'  
{ Department, A. F. of L. - C. I. O.  
{ (Carmen)  
{  
{ Seaboard Coast Line Railroad Company

Dispute: Claim of Employees:

1. That on May 5, 1972 Car Inspectors A. H. Walters and S. C. Bodiford were removed from their regular assignment on Savannah Yard and were required to go to Southover Yard to work, at approximately 9:30 A.M.
2. Therefore, it is requested that the Carrier be ordered to compensate Carmen E. R. Tuten and D. F. Phillips two (2) hours and forty (40) minutes at overtime rate, they were first out for overtime at Southover Yard.

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 facts giving rise to the instant claim are not in dispute. On May 5, 1972 Car Inspectors A. H. Walters and S. C. Bodiford were sent from Savannah Yard where they are regularly assigned to perform work at Southover Yard. It is Petitioner's contention that claimants were off duty Car Inspectors on this date and they should have been called from the overtime board for this work at Southover Yard. We are unable to agree with Petitioner in this regard however.

Carmen and Carmen-Inspectors at Savannah Yard and Southover Yard are on a common seniority roster. After Car Inspectors Walters and Bodiford completed the work at Southover Yard they returned to Savannah Yard and completed their tour of duty there. The work in question was performed by them during their regular hours and did not involve any overtime. There is nothing in the applicable Agreement prohibiting on-duty employees at

Savannah Yard performing work at Southover Yard to expedite the work at that location as was done here. The work was in the same seniority district and Carrier was not precluded from using Car Inspectors from Savannah Yard to perform it.

A review of the record fails to indicate that a vacancy existed at Southover Yard as referred to in Section 6 of the Memorandum of Agreement dated March 28, 1968. Finding no contractual support for the claim this Board concludes that it must be denied.

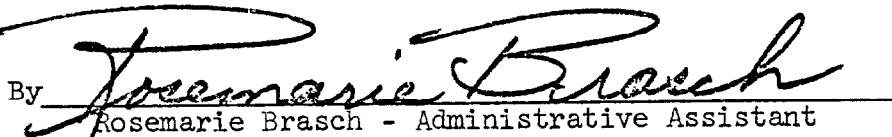
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By

  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 21st day of February, 1975.