

The Second Division consisted of the regular members and in addition Referee Irwin M. Lieberman when award was rendered.

Parties to Dispute: (System Federation No. 7, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(
(Burlington Northern Inc.

Dispute: Claim of Employees:

1. That the Carrier violated the current Agreement particularly Rule 8, Memo 29 (Rev.) and Appendix "K" when they failed to properly call Superior Carman C. Swanson for overtime from the proper shift overtime call list July 1, 1973.
2. That accordingly the Carrier be ordered to compensate Carman C. Swanson in the amount of sixteen (16) hours at the pro rata rate for his class for July 1, 1973.

Findings:

6 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.

Claimant herein was employed as a Carman on the Third Shift, Superior Train Yard, with rest days of Saturday and Sunday. He worked all the hours of his regular work week ending Friday June 29, 1973 and also worked his first rest day, Saturday, June 30th. Carrier had a vacancy on the Third Shift Sunday, July 1, 1973 for a Carman. Carrier, after attempting to reach several employees on the third shift overtime board, called an employee from the second shift overtime board, who worked the vacancy. Claimant was not called, giving rise to this dispute.

Rule 8 (b) of the Agreement provides in pertinent part:

"(b) Overtime will be distributed to employees on each shift by establishment of an overtime call list on each shift in accordance with their qualifications, and employees

"thereon will be used for overtime work in such rotation as to equally distribute it among them...."

Paragraph B of Memorandum of Agreement dated February 15, 1955 (revised) provides:

"B. Employees for overtime service will be obtained first by calling the employees on the overtime call list who are on rest days on the shift involved. Additional employees, if needed, will be called first from the overtime list of the preceding shift; and if still more employees are needed, they will be called from the overtime list of the following shift."

Carrier explained, inter alia, that since Claimant had already worked his first rest day at time and one-half and no one else was available at other than double time, it called a carman from the preceding shift who could perform the work at time and one-half. This was deemed to be a purely business decision which was management's prerogative.

The issue herein has been before this Board on numerous occasions. Recently the identical issue, involving the same parties and agreements, was decided by this Board in Awards 6843 and 6870. We, in reaffirming those Awards, find that the language of Rule 8 (b) is clear and unambiguous and that overtime call lists and equalization are on a shift basis.

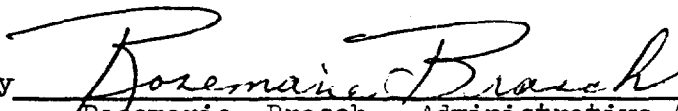
In sustaining this claim we shall award pro rata pay only for work not performed, as was done in Award 6843 (also see Awards 6559, 6613 and 6836 among others.

A W A R D

Claim sustained; Claimant will be compensated at the straight time rate.

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 31st day of July, 1975.