

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

Parties to Dispute: (Brotherhood Railway Carmen of the United States
(and Canada
(
(Southern Pacific Transportation Company

Dispute: Claim of Employees:

1. That the Southern Pacific Transportation Company (Texas and Louisiana Lines) violated Rule 121 of the controlling agreement when Carman B. S. Martinez was arbitrarily by-passed for wrecking service on July 6, 1977, Houston, Texas.
2. That accordingly, the Southern Pacific Transportation Company (Texas and Louisiana Lines) be ordered to compensated Carman Martinez in the amount of seven hours (7') at the overtime rate for July 5, 1977.

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.

In response to a derailment at Stafford, Texas, the Carrier dispatched its regularly assigned wrecking crew from Houston, Texas. Since additional help was required, the Carrier also sent Carman F. T. Ramirez to Stafford from Houston. As a result, Ramirez worked his regular day shift assignment and seven hours overtime thereafter.

The Claimant, Carman B. S. Martinez, was a member of the wrecker extra board maintained by the Carrier and was assigned the same shift as Ramirez, who was not a member of the wrecker extra board. The Claimant argues that he should have been called to wrecking service in place of Ramirez and, by the Carrier's failure to do so, was improperly denied seven hours of overtime work.

The Organization claims that the Carrier violated Rule 121, which reads as follows:

"RULE 121
Use of Regular Crew

When wrecking crews are called for wrecks or derailments outside of yard limits, the regularly assigned crew will accompany the outfit. For wrecks or derailments within yard limits, sufficient carmen will be called to perform the work."

The Organization draws the conclusion from this rule that, when additional help is needed, the Carrier is required to go to the wrecker extra board, stating it is for this purpose that the extra board exists. Such conclusion is, however, without rule foundation. Rule 120 states in pertinent part:

"When needed, men of any class may be taken as additional members of wrecking crews to perform duties consistent with their classification."

This rule gives no preference to employes with extra board status. Thus, the Claimant has no contractual claim under Rule 121 to assignment in preference to another Carman in these circumstances.

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 28th day of October, 1981.