

The Second Division consisted of the regular members and in addition Referee Lamont E. Stallworth when award was rendered

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

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Note to Rule 5 and Rule 5 of the controlling Agreement when they worked Lead Carman J. Anderson on the job assigned to Carman W. W. Martin, the holiday of May 25, 1981 at St. Louis, Missouri.
2. That the Missouri Pacific Railroad Company be ordered to compensate Carman W. W. Martin in the amount of eight (8) hours at the overtime rate which is the pro rata rate for Holidays.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence finds that:

The carrier or carrier and the employee or employees involved in this dispute are respectively carrier and employees 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 are not in dispute. Claimant, W. W. Martin, worked the Car Inspector's position in the 21st Street Yard on the 7:00 A.M. to 3:00 P.M. shift. Prior to the Holiday of May 25, 1981 the Carrier blanked one (1) Car Inspector job in the 21st Street Yard, which was held by the Claimant pursuant to Note to Rule 5:

"Notice will be posted five (5) days preceding a holiday listing the names of employees assigned to work on the holiday. Men will be assigned from the men on each shift who would have the day on which the holiday falls as a day of their assignment if the holiday had not occurred and will protect the work. Local Committee will be advised of the number of men required and will furnish names of the men to be assigned but in the event of failure to furnish sufficient employees to complete the requirements, the junior men on each shift will be assigned beginning with the junior man."

The Claimant did not work the Memorial Day Holiday on May 25, 1981. The Organization contends that the Carrier did not, in fact, blank the Claimant's position in the 21st Street Yard on May 25th. Instead, the Carrier moved Carman Anderson from his assigned position at Lesperance Street Yard to fill the Claimant's assignment in the 21st Street Yard in violation of Note to Rule 5. Furthermore, the Organization charges that Carman Anderson did not hold a job in the 21st Street Yard and therefore, was improperly assigned to work in that Yard on the Holiday.

The Carrier takes the position that Carman Anderson did not fill the Claimant's assignment on the Holiday but only performed the usual duties of his regular assignment.

The record demonstrates that Carman Anderson did spend almost all of his time in the 21st Street Yard where the Claimant should have properly worked. The Carrier has not refuted the Organization's contention. Thus the Board must conclude that Carman Anderson fulfilled virtually the same duties and was employed in the same manner as the Claimant would have been on his normal work day. It follows that the Claimant's Car Inspector position was not blanked on the Holiday.

Once again, the parties have brought before this Board a dispute which we have already reviewed numerous times in the past. This claim involves the same parties, the identical contract Rule, and a similar set of circumstances as cited in Awards 7993, 6261, 6260, 6098, 6097, 6096, 6095 and 6094.

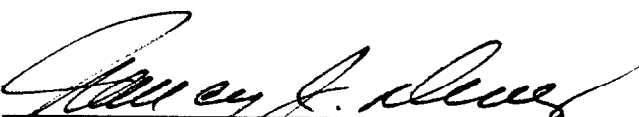
Based upon the overwhelming precedent established by prior Awards, the Board is compelled to sustain the claim and to order the Claimant compensated for eight (8) hours at the time and one-half rate.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Deyer - Executive Secretary

Dated at Chicago, Illinois, this 6th day of February 1985.