

The Second Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

(International Association of Machinists
(and Aerospace Workers

PARTIES TO DISPUTE: (

(Southern Pacific Transportation Company (Western Lines)

STATEMENT OF CLAIM:

1. That the Carrier violated the provisions of Rule 7 of the Maintenance of Way Department Agreement by calling Apprentice J. Paddack on overtime on March 27, 1983.

2. That, accordingly, the Carrier be ordered to compensate A&WE Machanic (Sic) A.M. David (hereinafter referred to as Claimant) four (4) hours overtime.

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 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.

On Sunday, March 27, 1983, the Carrier needed repairs to be completed on Truck W-729. The Organization contends that Machinist A. M. David was home all day Sunday, the 27th, and "was not called." The record establishes that Apprentice J. Paddack was called to perform the duties of a journeyman mechanic. The Organization argues that the Carrier, in so acting, violated the provisions of Rule 7, which in pertinent part reads:

"(d) When it becomes necessary for hourly rated employees to work overtime, they shall not be laid off during regular working hours to equalize the time. Record will be kept of overtime worked and men called with the purpose in view of distributing the overtime as nearly as possible equally among qualified employees in their class."

The Organization contends this rule is clear and unambiguous and provides that qualified employees in the class will be used for overtime. The Organization insists an apprentice by no means qualifies as a journeyman mechanic to perform the work involved.

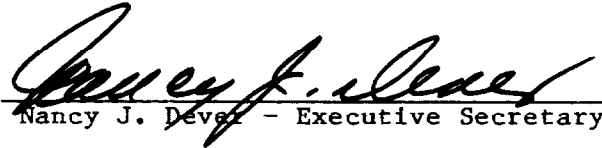
The Carrier believes the question at issue is one of fact. It asserts the crux of this dispute involves the determination of the Claimant's availability to accept an overtime call some time after 9:00 A.M., Sunday, March 27, 1983. This Board agrees with that analysis.

There is no dispute over the Carrier's obligation to call the Claimant and offer the overtime work on Truck W-729. Herein, the undisputed statement of Supervisor H. E. Farar indicates he called O. Brammer and a lady answered, saying Brammer was not at home. He next called the Claimant's house and received no answer. Farar called four more journeymen before calling the mechanic apprentice. Given this statement, the Organization had every opportunity to submit evidence the Claimant or someone in his family was home and received no call. Also, given this unrefuted fact, there is no reason to address any other issue raised by the Organization, and this Board must decline this claim for lack of supporting evidence.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: 
Nancy J. Devel - Executive Secretary

Dated at Chicago, Illinois, this 15th day of June 1988.