

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

(Brotherhood Railway Carmen of the United States
(and Canada
PARTIES TO DISPUTE: (
(CSX Transportation, Inc.

STATEMENT OF CLAIM:

1. That the Louisville and Nashville Railroad Company, hereinafter referred to as the Carrier, violated the Agreement, particularly Appendix B, Section 3, when on November 24, 1986 they called Carman D. M. Bridges, hereinafter referred to as the Claimant, for a wrecking assignment and subsequently released him and replaced him with another employe from the overtime board.

2. And that the Carrier should be ordered to compensate Claimant for eight and one-half (8 1/2) hours at overtime rate, or the amount he lost as a result of the violation.

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 employes 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 Claimant is part of a Hoesch repair crew and he is also on the Carrier's Overtime Board. A derailment occurred on November 24, 1986, and the Claimant was called out as part of the wrecking crew from the Overtime Board. A few minutes later the Carrier decided the Hoesch crew was also needed and the Carrier released the Claimant from his overtime assignment and assigned the Claimant to his regular job.

The Organization contended that the Claimant lost approximately 8 1/2 hours because the wrecking crew was held longer than the Claimant's regular crew. The Organization argued this was a violation of Appendix B, which is reproduced below:

APPENDIX B

"3. In submitting application for assignment to either the Sunday-holiday or miscellaneous overtime board, the employee will protect whatever assignment his turn on the overtime board calls for, if qualified.

5(b). Where employee stands for call on Sunday-holiday or miscellaneous overtime board but is not available, refused a call, or is assigned or called and fails to report for duty, he will be dropped to the bottom of the board."

It is the Organization's argument that the assignment should have not been rescinded as the original which prompted the overtime call-out was not cancelled.

The Carrier noted that Appendix B also contains the following note which is reproduced in pertinent part:

"...all wrecking service will be performed by men regularly assigned to wrecking crews, when available. Men assigned to wrecking crews will not lose their turn on the overtime board or boards to which assigned unless their turn is called while performing wrecking service."

The Carrier also stated there is a Hoesch agreement which was entered into in order to have a uniform system for handling that equipment. The Carrier argued that both the Hoesch truck and the wrecker outfit were called at the same time for the same derailment and that a Hoesch crew member should not be called for a wrecker crew vacancy under those circumstances. The Carrier noted its call was corrected within 5 minutes, and there was no loss or inconvenience to the Claimant who was, in any event, on duty and under pay at the time the calls were made. The Carrier claimed the rules of the Agreement support its position, and the Claimant did remain at the top of the Overtime Board and was accordingly available for the next overtime call and, therefore, suffered no loss of compensation.

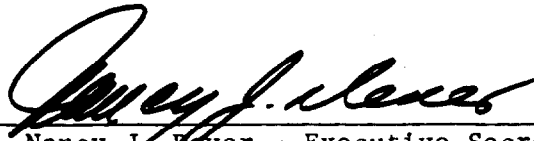
The Board finds that the Carrier followed the specific rules for a call-out of crews under circumstances of this case. The Carrier originally erred in calling out a Hoesch crew member to a wrecking crew position when his regular Hoesch assignment was available. The Carrier corrected the situation also immediately and the Board notes the Claimant was left at the top of the Overtime Callout Board. The Organization has not met its burden of proof that the Carrier violated the controlling agreement and, therefore, the Claim will be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Bever - Executive Secretary

Dated at Chicago, Illinois, this 30th day of November 1988.