

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

Award No. 13226
Docket No. 13093
98-2-95-2-120

The Second Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

(Brotherhood Railway Carmen, Division of
(Transportation Communications International Union
PARTIES TO DISPUTE: (
(Springfield Terminal Railway Company

STATEMENT OF CLAIM:

“Claim of the System Committee of the Union that:

1. That the Springfield Terminal Railway Company, hereinafter the ‘Carrier’ violated the terms of Rule 8 and supplemented by October 23, 1992 letter (Distribution of Overtime) of the current controlling agreement, at East Deerfield, MA when they failed, in three (3) separate instances to advise the local committee to designate qualified employees to the assignment of overtime as provided by the above noted rule and side letter. Instead, assigning other employees to work known and obvious overtime.
2. That, accordingly, the Springfield Terminal Railway Company be ordered to compensate, Carman Henry J. Satrowsky, hereinafter ‘Claimant’ five (5) hours at the overtime rate for work performed on July 19, 1994, eight (8) hours at the overtime rate for work performed on July 20, 1994 and seven (7) hours at the overtime rate for work performed on July 21, 1994.”

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 employee 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 were given due notice of hearing thereon.

On three occasions, July 19, 20 and 21, 1994, the Carrier assigned overtime work to a road crew at Rotterdam, New York and Plainville, Connecticut. The Organization contends that the Carrier violated Rule 8 and the parties Letter of Understanding, dated October 23, 1992. These documents in pertinent part read as follows:

"Rule 8

Distribution of Overtime:

(a) * * * *

(b) Records will be kept of overtime worked and qualified men called with the purpose in view of distributing the overtime equally.

(c) Supervisors in charge will advise the Local Committee concerning the number of employees needed to work overtime on a specified job, and the Committee will designate the qualified employees to be assigned. Employees so assigned may be continued on the job in question until it is completed or until relieved. Relief employees, if on overtime, will be chosen from those who are not in the double time period."

"Letter of Understanding, Subject Distribution of Overtime:

* * * *

* * * *

At each location where Carmen are employed, an overtime list of employees will be prepared by the supervisor and the

designated local committee man. When overtime is required, the supervisor will contact the local committee man and indicate to him the number of employees needed for overtime.

Based upon the overtime list of employees, the local committee man will call the appropriate employees until the number needed by the Carrier has been secured. The local committee man will notify the supervisor as to the employees who were secured for overtime as well as those who were called but not secured."

The Carrier's position as clearly stated on the property was that Rule 8 was not applicable because the work at issue was performed at a point where Carmen were not employed. In support of its position, it cited a number of claims that had been denied in the past on that basis. (See letters of April 30, 1993, November 7, 1994 and May 15, 1995 to the Organization). The Organization on the property provided no evidence to refute the Carrier's position.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 30th day of March 1998.