Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 13890
Docket No. 13772
06-2-05-2-23

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

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

STATEMENT OF CLAIM:

"1. That the Springfield Terminal Railway Company violated the terms of our current Agreement, in particular Rule 2, when they failed to call Carman Mark Riley to work overtime and instead ordered a Work Equipment Mechanic to perform the work.

2. That, accordingly, the Springfield Terminal Railway Company be required to compensate Carman Mark Riley in the amount of eight (8) hours to perform Carman's work at Ayer, MA."

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.

The claim states that the Carrier failed to call a Carman for work to be performed at Ayer, MA.

The Organization argued that the Carrier admitted that it did not call the Local Committee Chair in order to assign overtime under the circumstances of this case. The Claimant should have been called under the facts of this case. The procedure is that the Local Committee is contacted and it is the Local Committee and the Local Chair who call employees in accordance with the rule. The Carrier argued that no one was available for overtime and, therefore, they had no obligation to contact the Local Chair.

The record shows that the Local Chair had told the Carrier early in the morning of July 3, 2004 that he was not aware of any Carmen available for a particular job. However, the Carrier did not call the Local Chair regarding the job in Ayer, MA.

The Carrier argued that they had contacted the Local Chairman on July 3, 2004, and he informed the Carrier that no one would work on that day, so the Carrier felt they did not have to call the Local Chair again for this different job. The Local Chair made it clear to the Carrier that no men would be provided because of the long weekend. The Carrier spent considerable time and effort trying to get this job covered, therefore, there is no justification for sustaining this claim. The facts illustrate that the Local Chairman would not or could not provide the Carrier with any employees to perform the overtime work. Under these circumstances the Carrier is not obligated to keep calling the Local Chairman to determine if he was able to provide the Carrier with an individual in Ayer, MA. The Organization's position has no contractual or factual support. The Carrier followed all proper procedures and, therefore, the claim should be denied.

Upon review of all the evidence, the Board finds that the Carrier did make a bona fide attempt to secure a Carman for a job which occurred on the morning of July 3, 2004. However, the record also shows that the Carrier, even though by its own words "...spent considerable time and effort trying to secure any available men for this wreck," that considerable time and effort did not include another call to the Local Chairman. An attempt to call the Local Chairman would take a few minutes at most. Had the Carrier made that effort, this claim would be denied. However, since no effort was made whatsoever to contact the Local Chairman, even though the Local

Chairman was having great difficulty in covering a prior job, this claim shall be sustained in accordance with the Findings. The Board would caution the Local Chairman to be more cooperative in the future since presumably the Carrier would only work overtime when there is a significant need.

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 25th day of April 2006.