

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

Parties to Dispute: (System Federation No. 117, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(Western Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Western Pacific Railroad Company violated the controlling agreement when Carmen B. Zumaran and A. R. Lang were bypassed for overtime work on June 19, 1977 (their second rest day), at which time they were second and third out on the overtime board, due to having worked a lesser number of hours.
2. That accordingly, B. Zumaran and A. R. Lang be compensated in the amount of nine (9) hours' pay at the double time rate.

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 employe 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 issue in this case is whether Rule 11 (b), requiring equal distribution of overtime, was violated when Claimants were not called to work overtime on their second rest day.

Claimants worked overtime on their first rest day, Saturday, June 18, 1977. Overtime work was again needed on Sunday, June 19, 1977. The first man on the overtime board was called for the assignment and refused it. Claimants were listed second and third on the overtime board, but were not called by Carrier for this overtime work. The Organization alleges that Carrier bypassed the Claimants because they would have been paid double time for June 19, since they had already worked overtime on June 18, their first rest day. The Organization further contends that Carrier cannot arbitrarily bypass any employee on the overtime board because they would receive double time for overtime work.

Carrier contends that Rule 11 (b) cannot be construed to require it to call employees for overtime work on a first in-first out basis. It maintains that no requirement exists by contract or by practice to require this method of call in for overtime purposes. Carrier interprets Rule 11 (b) as requiring equal distribution of overtime over a reasonable period of time and not on an isolated incident basis.

Carrier's interpretation of Rule 11 (b) is the correct one. This Board has consistently interpreted the equal distribution rules as applying over a reasonable period of time. Absent specific language to the contrary, it has not interpreted this rule to mean that Employees must be called for overtime on a first in-first out basis. This Board has required in similar instances that Claimant must demonstrate that an unequal distribution of overtime has resulted from Carrier action before such a claim can be sustained. (See, for example, Second Division Awards 6420, 6613, 7624.)

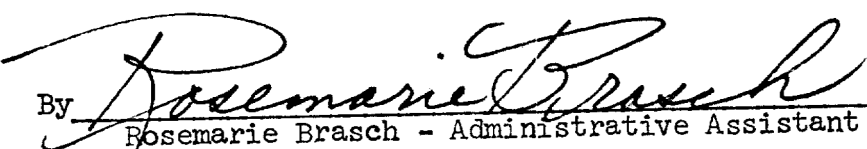
In the record before us, the Organization has failed to prove that Carrier distributed overtime on an inequitable basis. It has only argued that the Claimants were bypassed on the list and not called for the June 19 assignment. Rule 11 (b) does not require Carrier to call Employees for overtime work on a first in-first out basis. Consequently, this claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 29th day of August, 1979.