

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

Parties to Dispute: { System Federation No. 1, Railway Employees'
 { Department, A. F. of L. - C. I. O.
 { (Electrical Workers)
 { Consolidated Rail Corporation

Dispute: Claim of Employees:

1. That under the current Agreement Electricians Daniel Salt, John Krasko, John Berasley, James E. Martin, J. P. Finn, and A. M. Zameit were unjustly dealt with and their service rights violated when not called for overtime service during the year of 1976; in compliance with Rule 11.
2. That accordingly the Carrier be ordered to compensate the aforementioned electricians' (Claimants) pay at the electricians applicable time and one-half ($1\frac{1}{2}$) rate for the hours due them to insure equal distribution of overtime for them during the year of 1976 for said 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 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.

This claim involves the distribution of overtime work during 1976 in the Test Department at Grand Central Station, New York, in which the six claimants allege that their assignment to overtime fell short of that assigned to three other electricians, in violation of Rule 11, Distribution of Overtime. That rule reads as follows:

"When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize the time. Overtime will be distributed equally, adaptability of employees to do work considered."

On a procedural basis, the Carrier points out that grievance forms were submitted to the Test Department Supervisor on February 11, 1976, and March

1, 1976, but were not further processed as provided under the Agreement between the parties. Discussions between the Carrier's representatives, the Organization, and/or some of the affected employees did occur during the remainder of 1976, and in January, 1977, concerning the distribution of overtime, but these discussions did not lead to any satisfactory conclusion. The instant claim was initially filed on February 4, 1977, and the Carrier argues that, according to Rule 4-0-1, any reference to matters in excess of 60 days prior to such filing is untimely. The Board concurs in this position taken by the Carrier.

On the merits of the matter, it is clear to the Board that the Claimants have relied entirely on that portion of Rule 11 which states that overtime "will be distributed equally", without reference to the qualifying clause, "adaptability of employees to do work considered". There is no dispute that the Claimants received less overtime work than certain other Electricians, but the Claimants make no case to support their contention that the particular work involved could have readily been assigned to them. Carrier, in its presentation, points to specific and special types of assignments granted to certain employees, based on their experience and qualifications (i.e., "adaptability"); the burden to show otherwise is on the Claimants, and they have not met this responsibility. The Board, therefore, can find no violation of Rule 11 under such circumstances.

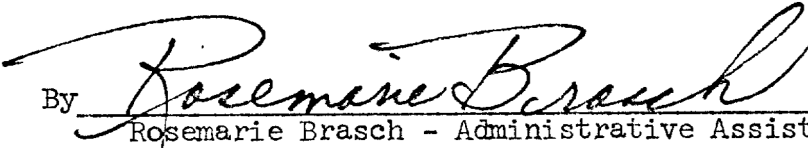
A W A R D

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 5th day of September, 1979.