

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

Parties to Dispute: { International Brotherhood of Electrical Workers  
{ National Railroad Passenger Corporation

Dispute: Claim of Employees:

1. That, Alan W. Buitenwerf, Field Technician, was unjustly dealt with and deprived of his Seniority and contractual rights to work overtime on November 12, 1978.
2. That, accordingly the Carrier be ordered to compensate Alan W. Buitenwerf at one-half time his prevailing rate of pay for a total of 16 hours.
3. To take the necessary steps and provisions to alleviate the discrepancies of overtime at Brighton Park, Chicago.

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.

Claimant is a Field Technician who claims that he was improperly denied the right to work an overtime assignment and that the assignment was improperly given to a less senior employe.

The Organization refers to Rule 13 F in support of the Claimant's view. This rule reads in part as follows:

"... Overtime to be distributed in conjunction with the duly authorized local committee of the craft or their representative and the Local Management. Record will be kept of overtime worked and men called with the purpose in view of distributing the overtime equally."

The Carrier argues that the Claimant, as a Field Technician, is not governed by Rule 13 F but rather by Appendix H which creates special rules for "Technicians" and, by reference, also specifies which rules of the schedule agreement between the parties are applicable to Technicians. Rule 13 is not included in such referenced rules.

The Board finds it unnecessary to determine here whether the Claimant is covered by Rule 13 F or only by Appendix H and the rules specified therein. The dispute shows no violation of either Rule 13 F or Appendix H on the part of the Carrier, since the Claimant argues that he should have worked on the day in question only because of his seniority over the employee who was assigned. Rule 13 F makes no reference to assigning overtime by seniority but rather states that overtime shall be distributed "equally". The Claimant makes no showing that he has been deprived of an equal share of overtime with other employees in the same classification. Appendix H includes no reference to overtime assignment whatsoever.

Some confusion may have been created as to the Carrier's allegation during the course of the claim handling on the property that an attempt had been made to reach the Claimant to notify him of a possible overtime assignment. This is not relevant to the dispute, since there is no showing that the failure to assign the Claimant on the day in question is violative of any rule.

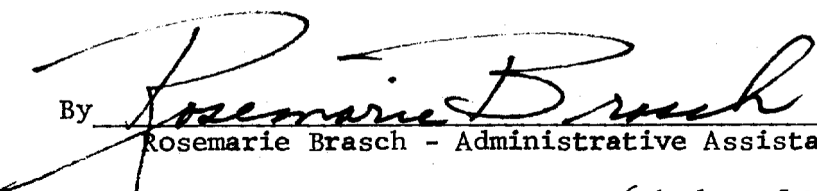
A W A R D

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 6th day of May, 1981.