

The Second Division consisted of the regular members and in addition Referee Joseph A. Sickles when award was rendered.

Parties to Dispute: { International Brotherhood of Electrical Workers  
{ Consolidated Rail Corporation

Dispute: Claim of Employees:

1. That the Consolidated Rail Corporation (Conrail) violated the current Agreement when Electrician Howard Goble was unjustly denied overtime under the rules of the controlling agreement when R. J. Jarvis, Supervisor of Locomotives was improperly assigned on overtime by the Carrier to perform electrical work on Unit #8916 on January 28, 1979.
2. That accordingly the Carrier be ordered to desist in the practice of assigning work of this nature to other than Electrician's and Electrician Helpers in the future and that Electrician Howard Goble be compensated for twelve (12) hours at the applicable overtime rate on the above date.

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 employees 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 Claimant was a regularly assigned Electrician with a tour of duty from 7:00 a.m. to 3:30 p.m., Monday through Friday. The Carrier concedes that it used the services of a Supervisor in order to meet certain production schedules on January 28, 1979, but it insists that "every effort" was made by the Carrier to obtain employees covered by the scope of the agreement on an overtime basis in order to perform the required work; but the Carrier's efforts proved futile.

The Carrier argues that there is no basis for a sustaining award because, while the matter was under consideration on the property, the Organization failed to cite any rule as having been violated; and in addition to the assertion that the Carrier was unable to locate any bargaining unit employees for the work in question, the Carrier asserts that at the very time of the claim, the Claimant was performing overtime service and receiving double time from 7:30 a.m. to 7:00 p.m.

The Board, in its review of the record, has considered the factual assertions as discussed and considered while the matter was under review on the property.

Without immediate regard to certain questions of whether various items were handled or not, and whether or not agreement provisions were cited, nonetheless, it seems clear that the Employee did submit a claim because a Supervisor "... did Electricians work on Unit 8916 ..." Yet, we are unable to discover in any of the correspondence which was considered on the property any assertion by the Employee to discount the factual allegations made repeatedly by the Carrier that the Carrier was unable to obtain work coverage by bargaining unit employees on the date in question. Accordingly, we will deny the claim.

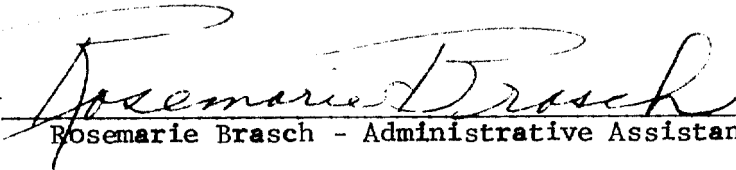
A W A R D

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 3rd day of March, 1982.