

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

Parties to Dispute:     { Sheet Metal Workers' International Association  
                              { Norfolk and Western Railway Company

Dispute: Claim of Employees:

1. That under the provisions of the current agreement Sheet Metal Worker, O. Burkey was unjustly dealt with and the terms of the agreement were violated when the Carrier refused to assign the above his rightful turn of overtime on October 18, 1979.
2. That accordingly, the Carrier be ordered to additionally compensate Sheet Metal Worker, O. Burkey for eight hours at the time and one half rate for this occurred violation on the referred to 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 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, O. Burkey, a Sheetmetal Worker in Carrier's Brewster Locomotive Shop was bypassed for an overtime assignment. On October 18, 1979, the Organization filed a claim on behalf of Burkey requesting eight hours of pay at the punitive rate. The Organization alleges that Carrier, by its action of assigning the overtime to other than Claimant, violated Rule 3 of the Schedule Agreement. That Rule reads as follows:

"RULE 3 - ABSORBING OVERTIME

When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize the time. It will be the purpose to distribute overtime as equally as practicable consistent with the availability of the employees for the service requirements; PROVIDED, however, that time worked on Sunday and paid for as a regular work day shall not be overtime and may be worked on consecutive Sundays."

Carrier denies it is in violation of Rule 3 by not assigning Claimant to

the October 18 overtime work. Rule 3 does not require that overtime be assigned on a day-to-day basis or on a first-in first-out basis, but that it be equitably assigned over a period of time.

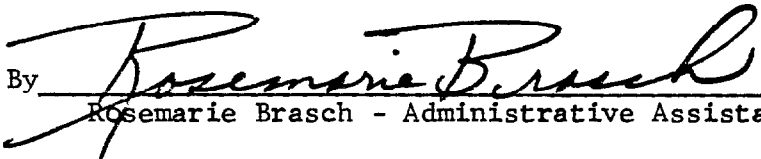
This Board has rendered a denial award in Award No. 9305 on the identical issue with the same parties involved here. Our reasoning in that case applies equally as well to this case.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Acting Executive Secretary  
National Railroad Adjustment Board

By   
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 22nd day of September, 1982.