

The Second Division consisted of the regular members and in addition Referee John B. LaRocco when award was rendered.

Parties to Dispute: (International Brotherhood of Electrical Workers
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(Central of Georgia Railroad Company

Dispute: Claim of Employees:

1. That the Central of Georgia Railroad Company violated and continues to violate the Current Agreement beginning June 2, 1980, when they required the employees of the Communication Department to stand by sixteen (16) hours per day, five (5) days per week and twenty-four (24) hours on Saturday in addition to their regular shift without additional compensation.
2. That accordingly, the Central of Georgia Railway Company be ordered to compensate Communication Department Employees': P. D. Dacus, R. L. Farmer, G. S. Smith, H. E. Gill, M. D. Pearson, J. E. Kirby, K. M. Whitley, D. Wilkes, C. Hamm, P. W. Lominack and H. H. Knight for sixteen (16) hours pay at the overtime rate for each work day and sixteen (16) hours pay at the overtime rate of pay for each stand by day beginning on June 2, 1980 and continuous until Carrier ceases to require the excessive service from the Claimants.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees 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 were given due notice of hearing thereon.

On June 2, 1980, the Organization filed a continuing claim on behalf of eleven Communication Maintainers alleging that the Carrier was requiring the workers to be on call sixteen hours on each work day and twenty-four hours on their assigned standby day without supplementary compensation. Claimants seek sixteen hours of overtime pay for each work day and twenty-four hours of pay at the time and a half rate for each standby day that they are allegedly being held on round-the-clock call. Though Claimants are monthly rated workers, the Organization contends that Claimants are entitled to additional compensation for the Carrier's alleged violation of Rules 3(m) and 3(n). In essence, the Organization asserts that the Carrier is mandating its monthly rated Communication Maintainers to perform service twenty-four hours a day except on their designated rest day. The Carrier submits that Claimants are being fully compensated pursuant to the applicable rules. Claimants' wages are based on a fixed annual salary divided by twelve.

According to the Carrier, Rules 3(m) and 3(n) do not require overtime compensation unless the Maintainers are directed to perform other than emergency work on either standby days or holidays or are instructed to perform service on their single rest day. All other work is included within Claimants' monthly salary. See Second Division Award No. 5248. The Employees respond that the word "day" in Rule 3(n) narrowly means a regular shift on a work day.

After carefully reviewing the record before us, this Board concludes that the Organization has not brought forward sufficient evidence to prove its allegations in this claim. Before this Board can pass on whether or not the Carrier is correctly applying Rules 3(m) and 3(n), the Organization, which bears the burden of proof, must demonstrate that the Claimants are actually being held on constant, around-the-clock call under the threat of possible disciplinary action. Aside from the Organization's mere assertions, there is no evidence in the record to prove that the Carrier has been treating the Claimants any differently than it had in the past. Several Maintainers did sign statements which might support the Organization's threshold assertions, but this Board must disregard those statements because the material was not timely presented on the property. The Carrier was deprived of an opportunity to rebut whatever relevant evidence could be inferred from the Maintainers' declarations.

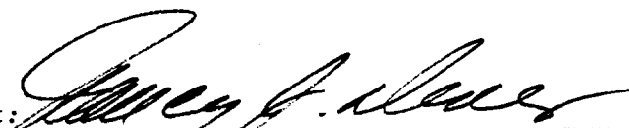
Since the Organization has failed to prove the salient, essential facts underlying a purported rule violation, we must deny this claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 9th day of January 1985.