

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

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

Dispute: Claim of Employees:

1. That the National Railroad Passenger Corporation (Amtrak) arbitrarily violated the agreement when they transferred Electrician S. G. Curry from one position to another position on June 26, 27, 28, 29, 30 and July 3, 5, 6, and 7, 1978 at Brighton Park Turbo Facilities, Chicago, Illinois.
2. That accordingly the National Railroad Passenger Corporation (Amtrak) be ordered to compensate Electrician S. G. Curry an additional three (3) hours pay at his prevailing rate of pay for each day beginning June 26 through June 30 and July 3, 5, 6, and 7, 1978.

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.

The instant claim arises, the Organization submits, as a result of Carrier having violated Rule 10F of the Controlling Agreement effective September 1, 1975, as amended December 2, 1975. According to the Organization, Rule 10F reads in full as follows:

"Employees transferring from one position to another position on the same shift by award shall receive an additional 3 hours pay at the straight time rate of the positions they were awarded for each day they are required to work on their former position subsequent to the deadline provided in Paragraph (a) of this Rule."

The record reflects that for the entire tour of eight (8) hours on the claim dates in question the Claimant, Sid G. Curry, an Electrician at Carrier's Brighton Park, Illinois, Turbo Maintenance Facility, was assigned to perform rewiring work on B-Panels. The Organization submits that this work was performed by the Claimant several months earlier before he transferred to his present position as Back Shop Electrician on the same shift. Therefore, argues the Organization, Claimant is, under Rule 10F, entitled to receive an additional three (3) hours pay for each of the claim dates he performed work of his former position.

Carrier argues the Organization has incorrectly identified the Agreement Rule upon which it bases its case. Carrier submits the rule is Rule 6 (f) as revised by a Letter Agreement dated December 2, 1975 instead of Rule 10 (f) which also was revised by another Letter Agreement of the same date. Rule 6, Carrier notes, deals with Bulletin and Assignment issues, while Rule 10 has to do with Reducing and Increasing Forces. In any event, Carrier argues neither Rule 10 (f) nor 6 (f) is applicable to the instant claim. Carrier contends Rule 6 (f) was intended to apply to employees who were awarded another position on the same shift but who, for whatever reason(s) were held off from assuming their new positions on or after the award date. In such situations, Carrier admits it is contractually obligated to shoulder a penalty payment of three (3) hours for every day the employee is held over on his former position.

Carrier submits that in the instant case the Claimant was not awarded his present position but displaced into the position as a result of his former job having been abolished. Carrier notes Claimant's former job was as an Electrician in a special concentrated refurbishment program which was completed and ended on May 12, 1978. Carrier argues that this program's end however, did not mean that work performed in connection with the program would never be performed again. Rather, Carrier maintains, the special program had simply accomplished its goal, and there was no longer enough work of the type Claimant had been performing prior to May 12th to justify a whole position. Therefore, Carrier notes, Claimant's position was abolished and the work of rewiring B-Panels was assigned to the existing positions. On the claim dates in question, the Claimant had already been in his new position for over 1 1/2 months. Thus he had not been held off from assuming his new position simply because his former position had been abolished. Furthermore, Carrier contends the assignment of the subject work falls within the job description of Claimant's present job classification (EB-1), which reads in pertinent part as follows:

"... Electricians will also perform all duties to which they are assigned and generally recognized as electricians work."

Carrier argues emphatically that Claimant's assignment of rewiring B-Panels on the nine (9) claim dates in question did not constitute working his former position. Finally Carrier submits, there is no evidence that Claimant suffered any financial loss by performing the subject work.

Based on close scrutiny of the entire record the Board is persuaded the Carrier's position as to both the identification of the Rule, that is Rule 6 (f) as opposed to Rule 10 (f) and its substantive argument regarding the meaning of Rule 6(f) must prevail under all the given circumstances of the instant case.

The evidence clearly shows the Claimant holds his present position as a result of a displacement action rather than as a result of being awarded the position. Furthermore, the evidence is abundantly clear he was not held by Carrier from assuming his present position as his former position had been abolished. Finally, it is our determination that the subject work falls within the job description of Claimant's present job classification. For all the foregoing reasons we find we must deny the instant claim.

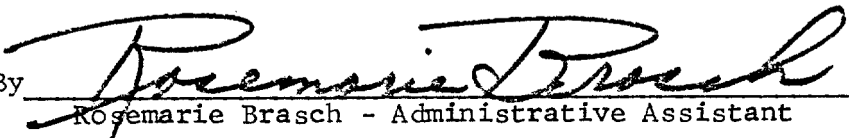
A W A R D

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 28th day of July, 1982.