

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

Parties to Dispute: (System Federation No. 42, Railway Employees'
(Department, A. F. of L. - C. I.O.
((Electrical Workers)
(
(Seaboard Coast Line Railroad Company

Dispute: Claim of Employees:

1. That the Seaboard Coast Line Railroad Company violated the current working agreement, particularly Rules 13 and 49 Section "B" (2), when Carrier assigned Electrician to perform work of high grade skill on the dates from October 22, 1974 through December 20, 1974, and not being compensated properly.
2. That, accordingly, the Carrier be ordered to additionally compensate Electrician C. M. Stone forty-eight (48) days at six cents (6¢) per hour each day.

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 employee 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.

For the period stated, Claimant was assigned as an Electrician to work at the Carrier's new Pollution Control Plant wiring controls and motors. During the same period, three other Electricians, receiving a higher rate of pay, were also assigned at least intermittently at the same location.

The Organization claims violation of two provisions for higher rated pay, as follows:

Letter Agreement of October 17, 1967 stating:

"Six cents per hour above the rates shown in Section A of Rule 49 will be paid to Electricians of high grade skill who are not paid under Paragraph 1 of Rule 49, Section B, /covering pay for leading men/ who are qualified and

"regularly assigned to do all around electrical work on repairs to tools and machinery including autogenous welding."

Rule 13:

"When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate:"

There is no dispute that the Claimant had been qualified previously for the rate appropriate for Electrician of "high grade skill" in that he had held a position for which he received this pay. At the time of the claim, however, he was working as a regular Electrician not receiving the additional six cents an hour.

This Board finds that Claimant did not qualify for the higher rate during the period of his assignment to duties at the Pollution Control Plant. The work was not specifically encompassed in the definition of that work calling for the higher rate, nor was he "regularly assigned" to the work in question.

As to Rule 13, Claimant did work side-by-side with one, two or three Electricians receiving the higher rate. There is no evidence, however, that the Claimant "filled the place" of these electricians.

Working contiguously with others receiving a higher rate does not automatically entitle the Claimant to a pay adjustment, since the higher rate is earned based on being "regularly assigned" to this and other types of work requiring "high grade skill".

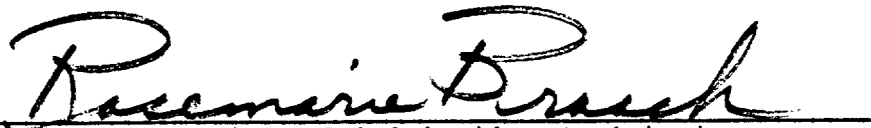
A W A R D

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 17th day of May, 1977.