

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

Parties to Dispute: { International Association of Machinists
and Aerospace Workers
{ Consolidated Rail Corporation

Dispute: Claim of Employees:

1. That the Consolidated Rail Corporation violated the Controlling Agreement, particularly Rule 2-A-1(e), of the Agreement entered into by and between the Pennsylvania Railroad Company and the International Association of Machinists and Aerospace Workers, dated April 1, 1952, as amended, when they moved at the instance of Management Machinist R. J. McMullen off his regular position and assigned him to dismantle and assemble E-44 Equipment Blowers.
2. That accordingly, the Consolidated Rail Corporation be ordered to compensate Machinist R. J. McMullen in the amount of three (3) hours for the following days: August 25, 26, 29, 30, September 1, 21, and October 11, 1977.

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.

This case involves a dispute over whether carrier violated the contractual agreement, specifically Rule 2-A-1 (E), when it denied Machinist R. J. McMullen three hours of penalty pay on seven occasions while assigning him to dismantle and assemble E-44 equipment blowers. Claimant was assigned a regular bulletined position on the first shift at carrier's Juniata Machine Shop facilities. The bulletined position specifies the duties as follows: "Do all layout work and miscellaneous bench work required. Read blueprints and use micrometers."

The record established that while claimant did not receive penalty pay on the seven occasions in question, he did receive three hours of penalty pay three other times when he was assigned work on E-44 blowers. Carrier argues that this payment was in error and should not be continued. The carrier also contends work on blowers is not part of a bulletined position. It is miscellaneous

bench work and should be done by machinists. The organization opposes this characterization of the work and insists that claimant was assigned work that was not in any way part of his bulletined assignment.

After a review of the record, this Board finds that the carrier has violated Article 2-A-1 (E) of the controlling agreement. Article 2-A-1 (E) clearly states that three hours pay at straight time will be paid to an employee who is, by direction of management, assigned to work in another position. From the record before it, this Board cannot construe the work on E-44 blowers, as described here to be part of claimant's bulletined assignment or miscellaneous work. Carrier assigned claimant to a location in the shop away from his regular work area and directed him to dismantle, repair, and reassemble E-44 equipment blowers. Such work is not included in claimant's bulletined assignment.

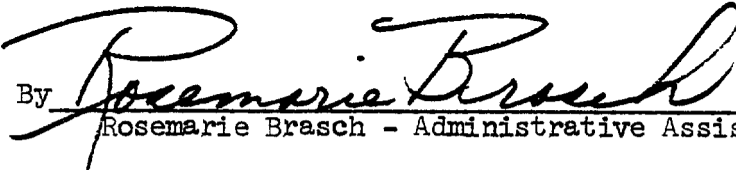
Carrier's argument that claimant was assigned this work because of lack of work on his regular assignment cannot prevail. There is no evidence in the record to support such an assertion. In addition, this argument was not presented and discussed on the property. It cannot, therefore, be advanced at the Board level of this dispute. This Board has consistently held that arguments not advanced on the property will not be considered by it.

A W A R D

Claim sustained.

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 16th day of April, 1980.