

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

Parties to Dispute: (International Brotherhood of Electrical Workers
(Consolidated Rail Corporation

Dispute: Claim of Employees:

1. That under the current Agreement, Electrician J. J. Mahoney was unjustly compensated when he was moved from his position to another position for his entire tour of duty on April 5, 1978.
2. That the Carrier be ordered to compensate Electrician, J. J. Mahoney an additional 3 hours pay for April 5, 1978 and that the bulletins be advertised with one Major Duty as per the Agreement.

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 is assigned at the Harrisburg Locomotive Terminal as an Electrician with advertised duties of "Inspect, test and repair diesel & electric loco's - BW-RR"(Boiler Wash and Running Repairs). On April 5, 1978 he was assigned for the entire shift at the drop table to work on three units cutting and coupling traction motors. The Organization argues that this work is Heavy Repairs (HR) and thus is a separate "major duty", entitling the Claimant to three hours' additional pay under the provisions of Rule 2-A-1 (e), which reads in pertinent part as follows:

"... An employee moved from one position to another on the same shift at the instance of Management, will receive an additional three (3) hours pay at the straight time rate of the regular assignment he holds for each day he is required to work on another position."

The Organization argues that at the Enola Shop, within the same seniority district, work on the drop table is accepted as a major duty (HR) and thus the assignment of the Claimant to the drop table falls within the pay benefit provided in Rule 2-A-1 (e). The Carrier argues that work assignments at Enola are not relevant to the entirely separate assignments at Harrisburg, where it is uncontested that there is no advertised position covering the drop table work and that such work is regularly performed by employes in the assignment held by the Claimant.

The Board finds no basis to apply the method of work distribution at one location (Enola) to a different location (Harrisburg), even if the two locations happen to be in the same seniority district. There is no showing that Claimant was moved from "one position to another" as required by the rule to entitle payment of three hours' pay. Nor is there a showing that the Claimant moved to a different "location". Location is defined in the agreed-upon Interpretation of the rule as follows:

- (4) If he is assigned to perform work whether ordinarily included in his regular assignment or not, at a location other than that of his regular assignment for a period of four (4) hours or more.

NOTE: The term 'location of his regular assignment' as used in paragraph (3) and (4) above shall be understood to mean the location in his seniority district at which the employee performs the duties ordinarily included in his regular assignment."

The claim presented to the Board also seeks an order that "bulletins be advertised with one Major Duty as per the Agreement". The Carrier argues that this portion of the claim is not properly before the Board because it was not part of the claim presented on the property. The claim as originally presented and as agreed upon in the Joint Submission on the property makes no reference to the matter of bulletin advertisement. The record shows that this matter was discussed on the property during the latter portion of the claim handling, but the Board finds that this is not sufficient to constitute an acceptable amendment to the claim. Even if considered on its merits, the Board notes the Carrier's undisputed contention that the advertisement of a BW-RR position at Harrisburg is a practice of long standing not previously contested by the Organization. While this might be the subject of a separate claim, it cannot be found to be properly part of the dispute before the Board for resolution here.

A W A R D

Claim as to pay denied. Claim as to bulletin advertisement dismissed.

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 6th day of May, 1981.