

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

Parties to Dispute: (International Association of Machinists and
(Aerospace Workers AFL-CIO
(Consolidated Rail Corporation

Dispute: Claim of Employees:

1. That the Carrier violated Rule 2-A-4(b) of the Controlling Agreement when it assigned two machinists from the Heavy Repair gang to perform work not comprehended in their regular assignment, to perform work of coupling, setting up air brakes and testing air on thirteen (13) units to go in a hospital train to Altoona Shops, Altoona, Pa. This work at Enola Locomotive Terminal is performed by the Running Repair gang.

2. That the Carrier be required to compensate Machinists B. J. Vogl and G. J. Lackey three (3) hours pay each at the applicable rate for January 24, 1980.

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 employes 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 Organization contends that Carrier violated the controlling Agreement, specifically Rule 2-A-4(b) when it assigned Claimants to perform work which was not comprehended in their position. It asserts that the work in question was not work of the heavy repair gang, but work that is comprehended in Running Repair assignments. It avers that the work performed on the thirteen (13) units did not require repair at the Enola Locomotive Terminal, but instead at the Altoona Back Shop. It argues that coupling the thirteen (13) dead units, setting up air brakes and testing air outside of the Enola Locomotive Terminal was work that properly belonged to the Running Repair positions, and thus not encompassed within the normative duty assignments of Claimants. It maintains that the work did not involve a regular assigned vacancy and as such Rule 2-A-4(a)4 is inapplicable. This Rule reads:

"If a mechanic position cannot be filled in accordance with paragraph 1, 2, or 3, it shall be filled by the junior qualified available mechanic working on the trick and at the location where such position exists."

Carrier contends that the work performed was comprehended within Claimants regular assignments and there is no attached penalty when they were required to work outside the Enola Locomotive Terminal on #1 Track. It argues that working on shopped diesel units and dead diesel unit is work that belongs to the Heavy Repair Gang and it does not trigger penalty payments under Rule 2-A-4(b) when it is performed in the new yard, designated as #1 Track. It maintains that Rule 2-A-4(b) does not provide penalty compensation for moving from one location to another, and avers that the work performed was properly assigned. It argues that as a matter of past practice, all heavy repair work at the Enola Locomotive Terminal was performed by the Heavy Repair Gang without restriction to a given track provided it was performed at this situs.

In our review of this case, we are compelled to dismiss the claim. Claimants argue that the work was comprehended within the assignments of the Regular Repair Gang, but we have no convincing proof that it was so performed. To be sure, the position advertisement of the Power Pusher position requires that the incumbent be qualified on 6, 8, 24RL and 26L Air Brake Equipment, but we have no evidence that such equipment was used to perform this work. With the exception of this additional requirement, both position advertisements or machinists in the Heavy Repair Gang and Running Repair Gang require the inspection, testing and repairing of diesel electric and electric locomotives, which by definition, reflects a marked congruence of functions. We have no detailed breakdown of the respective machinist position's duties or how their work differs. In the absence of proof, such as persuasive statements from machinists employed in the Running Repair Gang that such work was comprehended in their assignments or a clear and unmistakable demonstration that this work was not comprehended in Heavy Repair Gang's assignments, we are constrained by this record to dismiss the claim. Merely asserting that this work was not comprehended within their assignments and averring that Rule 2-A-4(b) is applicable is insufficient by itself to prevail in this instance.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Lever - Executive Secretary

Dated at Chicago, Illinois, this 13th day of June, 1984