

The Second Division consisted of the regular members and in addition Referee Joseph A. Sickles when award was rendered.

Parties to Dispute: (System Federation No. 1 (Formerly System Federation
(No. 152), Railway Employees' Department, AFL-CIO
(Electrical Workers)
(
(Trustees of Penn Central Transportation Company
((Formerly the Pennsylvania Railroad Company)

Dispute: Claim of Employees:

1. That the Penn Central Transportation Company refused to allow the pay provisions of Rule 2-A-1(e) to Electrician M. Kozemchak when, on Saturday, January 20, 1973, Carrier moved incumbent M. Kozemchak from his regularly assigned "Supporting Force Electrician's Position" at their Conway Enginehouse to a position transporting material and equipment to the various job sites by use of a fork lift truck.
2. That accordingly, the Penn Central Transportation Company be ordered to pay the Petitioning Claimant, Grade E - 6 Electrician, M. Kozemchak, a pilot claim of three (3) hours' pay at the straight time rate of his regular assignment for January 20, 1973 and that such Award be controlling in disposition of pending claims on System Docket Cases 7990 to and including 7996.

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.

Claimant is a regularly assigned Diesel Locomotive Repair Electrician. On the claim date, he performed certain fork lift duties concerning the movement of wheels; which work, he asserts, is properly performed under the Carrier's Agreement with the BRAC. Claimant asserts that he is entitled to an additional three (3) hours of pay under Rule 2-A-1(e):

"Except as provided in Transport Workers Regulation 2-A-4 (Rule 2-A-5 for System Federation), 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."

Carrier notes that the February 10, 1965 Memorandum of Understanding pertaining to the cited Rule specifies, in material part, that no payment is required unless the Employee is assigned to the performance of work not ordinarily included in the regular assignment for a period of four (4) hours or more.

Although the Organization concedes that the employee did not satisfy the four (4) hour test, it argues that the work in question "... was not within the jurisdiction, scope or providence of the Electrical Workers and, accordingly, could not have been comprehended to be within the intent and application of the February 10, 1965 Memorandum of Understanding."

Carrier denies that the work in question is exclusively performed by clerks and, in any event, states that such a distinction is meaningless under the Memorandum.

We feel that the handling on the property disposes of the claim. Although Claimant made the conclusionary statement that certain work came under the BRAC Agreement, and referred to certain bulletins, Carrier made specific reference to the fact that for a number of years, across the system, electricians have operated the equipment in question. We are unable to find that Claimant took issue with that factual assertion while the matter was under review on the property. Thus, with the matter in that posture, the four (4) hour rule is clearly in issue.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 12th day of January, 1977.