

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. 156, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
(The Long Island Rail Road Company

Dispute: Claim of Employees:

1. That the Carrier violated the current agreement when they denied the payment of Electrician Truck Driver's hourly rate of pay to Electrician Helper Dennis Giordano on July 18, 1975 when the Carrier by direct order assigned him to drive vehicle number VO6E.
2. That, accordingly, the Long Island Rail Road Company be ordered to compensate Dennis Giordano eight (8) hours pay difference between the Electrician Helper's rate and that of an Electrician Truck Driver.

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 were given due notice of hearing thereon.

This matter concerns the assignment of an Electrician's Helper to the driving of a truck normally operated by an Electrician Truck Driver and a claim for pay at Electrician's rate.

Rule 11 of the applicable agreement states in part:

"When an employe is required to temporarily fill the place of another employe covered by these rules who receives a higher rate of pay, he shall receive the higher rate..."

When an employe is required to perform one function of a higher paying position, and especially when such function does not encompass the range of skill and experience normally associated with the position, it cannot be said that the employe is "filling the place of" the higher paid employe. Put more simply and specifically, driving a truck does not make an Electrician Helper into an Electrician. Further, the record shows that driving a truck is not confined solely to the Electrician position.

A 1962 agreement referred to by the Organization which concerns premium pay for driving a truck, now no longer in effect, is not applicable, since the claim in any case is for Electricians' pay itself and not for the now defunct premium.

Having thus found, this Board need not address itself to the point made by the Carrier alleging the claim has been progressed for the wrong claimant.

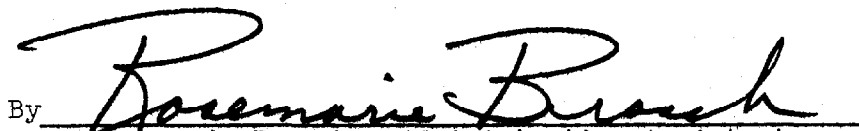
A W A R D

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 23rd day of September, 1977.