

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 8465
Docket No. 8429
2-CR-MA-'80

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), and 5-F-4(a), (b) 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 D. L. Hoenstine, Man No. 538268, R. E. Bender, Man No. 538496, and H. E. James, Man No. 537556, from their awarded positions in the Juniata E & M Miscellaneous pool, which is located in the Juniata Welding Shop Department No. 360, and required to work in the Juniata Machine Shop, Department No. 380.
2. That accordingly, the Consolidated Rail Corporation be ordered to compensate D. L. Hoenstine, R. E. Bender, and H. E. James, in the amount of Three (3) hours for the following days: November 8, 9, 10, 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.

The issue in this case is whether carrier violated Rule 2-A-1(e) of the controlling agreement when it moved D. L. Hoenstine, R. E. Bender, and H. E. James from their awarded positions in the Juniata E & M Miscellaneous pool, located in the Juniata Welding Shop in Department No. 360, to work in the Juniata Machine Shop, Department No. 380.

Carrier had moved the welding of journal boxes to the Machine Shop. It moved claimants to the Machine Shop to do the E & M welding pool work of welding the boxes on November 8, 9, and 10, 1977. Carrier argues that this move was not a contract violation, since the work location of claimants, welders in the E & M pool, is throughout the Juniata Shop complex, not only in the Welding Shop Department No. 360.

The union asserts that assigning claimants to work in Department No. 380 was a violation of Rule 2-A-1(e) account claimants are regularly assigned and perform their work in Department 360, the Welding Shop.

While the record of this case alludes to difficulties encountered by carrier when it moved work from one location to another, the issue before this board is a narrow one. The board need not comment on any other points other than an alleged violation of Rule 2-A-1(e). A review of the whole record of this case supports a finding in favor of petitioners. Carrier did assign claimants to a work location other than their regular one. They all worked more than four hours at this location. In accordance with the February 10, 1965, memorandum, that move constituted a violation of Rule 2-A-1(e). A three-hour penalty payment for each day worked at the Machine Shop is appropriate.

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 8th day of October, 1980.