

The Second Division consisted of the regular members and in addition Referee James F. Scarce when award was rendered.

Parties to Dispute: (System Council No. 7, International Brotherhood of
(Electrical Workers
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(Consolidated Rail Corporation (Conrail)

Dispute: Claim of Employees:

1. That under the current Agreement Electrician Michael Gardner was improperly compensated on September 25, 1979, when the Consolidated Rail Corporation (Conrail), moved him from his regularly assigned position which is in violation of Rule 2-A-4(b).
2. That accordingly, the Consolidated Rail Corporation (Conrail), be ordered to compensate Electrician Michael Gardner an additional three (3) hours pay for September 25, 1979 as required by 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 was assigned as an Electrician at the Carrier's Diesel Terminal at Avon, Indiana when on September 25, 1979 the Carrier dispatched him to Martinsville, Indiana to troubleshoot a disabled diesel locomotive. The Claimant claimed three (3) hours additional pay under Rule 2-A-4(b) which states:

"An employee, except in the application of paragraph (a) of this rule, who, in other than emergency such as flood, snowstorm, wreck, fire, etc., or to keep him fully occupied, is assigned to perform work not comprehended in his regular assignment for a period of more than thirty (30) minutes shall be allowed additional straight time pay equal to the time so assigned with a maximum of three (3) hours pay."

Essentially, the Organization here contends that the work was neither an emergency nor within the scope of work normally performed by the Claimant; it points to Rule 2-A-1 (b) which requires assignments to be bulletined, specifying aspects of such assignments including location. Here, the Organization asserts, the

bulletin established the Avon, Indiana facility as the Claimant's work station and a deviation as in this case results in a violation thereof.

According to the Carrier, on the date in question the Claimant was properly in road service and properly compensated under Rule 4-H-1. The Carrier also describes the work performed by the Claimant as an "emergency" as contemplated by Rule 2-A-4(b); the Organization contends the Carrier's defense of emergency was an after thought and not proven on the record.

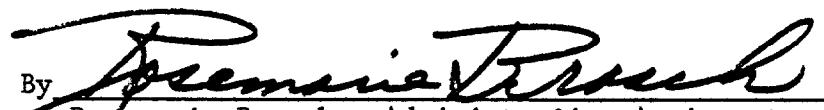
What the record does not demonstrate is to whom such disputed work should have been assigned if not the Claimant and others at the Avon facility. Obviously, the diesel unit was disabled as per the Claimant's own statement establishing the claim. It is also clear that work on his part was necessary to return the unit to service. Rule 2-H-1 establishes the conditions for compensation for road service and thus recognizes the potential for such work. While it is reasonable to argue that the Bulletin establishing the Claimant's assignment could have established road service as an expected part thereof, its exclusion does not foreclose such work. In the instant case, we find no basis to conclude that the Claimant was improperly assigned. We also note the nature of the work and conclude that its assessment as an emergency was reasonable under the circumstances.

A W A R D

Claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 28th day of July, 1982.