

The Second Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

PARTIES TO DISPUTE: (International Brotherhood of Electrical Workers
(
(Consolidated Rail Corporation

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Consolidated Rail Corporation (Conrail) violated Rule 2-A-4(b) of the May 1, 1979 Agreement, as amended, when Electrician R. L. Elam was unjustly compensated when he was moved from his bulletined position and assigned to perform work not comprehended within his regular assignment on May 5, 1980 at Buckeye Diesel Terminal, Columbus, Ohio.
2. That accordingly, the Consolidated Rail Corporation (Conrail) be ordered to compensate Electrician R. L. Elam an additional three (3) hours pay at the pro rata rate for May 5, 1980 in compliance with Rule 2-A-4(b) of 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.

The Claimant is assigned to a regular position identified as Electrician (inside) Diesel Locomotive Repairs, in accordance with his bid. For approximately six hours, on May 5, 1980, he was assigned to perform diesel locomotive repairs at the pad which is designated by the Carrier as "outside".

The Organization states the record establishes electricians working inside assignments are assigned separate locker, lunch, and washroom facilities from those electricians working outside assignments, such as the pad. The Organization points out that inside vs. outside locomotive repair is distinguished in Carrier bulletins soliciting bids or applications for position. Essentially, the Organization argues that outside work is not comprehended within the Claimant's regular assignment and, in effect, is a different position which entitles him to payment in accordance with Rule 2-A-4(b).

There is no dispute over the work involved. The Claimant was assigned to diesel locomotive repairs. Clearly, examination of the bulletins soliciting bids for electricians indicates the major duties for both inside and outside are "Diesel Locomotive Repairs". This Board cannot conclude the work assigned to the Claimant involved duties other than comprehended within his regular assignment.

Form 1
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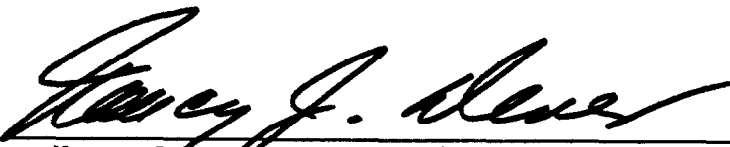
Award No. 9729
Docket No. 9821
2-CR-EW-'83

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST:



Nancy J. Defer - Executive Secretary

Dated at Chicago, Illinois, this 30th day of November 1983.