

The Second Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

Parties to Dispute: ( International Brotherhood of Electrical Workers  
( Consolidated Rail Corporation

Dispute: Claim of Employees:

1. That under the current Agreement the Consolidated Rail Corporation (Conrail) improperly failed to compensate Harrisburg, Pa. Electrician D. W. Seigler an additional three (3) hours' pay due him under Rule 2-A-4(b) when it assigned him to work not comprehended in his regular assignment.

2. That accordingly the Consolidated Rail Corporation (Conrail) be ordered to compensate Electrician D. W. Seigler an additional three (3) hours' pay at straight time applicable Electrician's rate.

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 employes 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, at the time of this dispute, held a regular assigned Electrician Position at the Harrisburg, Pa. Locomotive Terminal. On August 3, 1981, the Claimant performed work for a part of his tour of duty on diesel units at the Rutherford yards, located at a distance of about three miles from the Harrisburg Terminal. It is this assignment of work that is under dispute because the Organization asserts that the Claimant performed work not within his regular assignment. In this respect, the Organization relies upon its construction of Rule 2-A-4(b) of the Parties' Agreement to support the claim for three hours of additional compensation.

There is no dispute that the work performed by the Claimant was within his craft and class. Moreover, there is no dispute that it was performed at a location where no Electrician is regularly employed, within his seniority district.

The Carrier essentially argues that the Claimant was properly assigned work under the provisions of Rule 4-H-1. It construes that rule as allowing work to be performed at points other than those specified in bulletined assignments. Therefore, the payment provisions of Rule 2-A-4(b) are inapplicable herein.

While there are certain procedural contentions, the Board is of the opinion that the claim can be decided on the merits, as discussed below.

The Carrier, among other arguments, relies upon an earlier claim which it identifies as "System Docket No. CR-1890" and which it contends is identical in principle to the claim here. However, the Board notes that the record before it contains only one page of a letter dated July 1, 1981, which refers to the above-cited claim. It lacks a signature page and, therefore, under the circumstances, the Board did not consider it in arriving at this award.

The Board finds, under the facts and circumstances here, that the Carrier's arguments are persuasive. The Organization's position essentially is based on a location of work argument. The Board would note that location is not mentioned in the rule, and absent evidence as to what the Parties intended when they formulated Rule 2-A-4(b), as relied upon by the Organization, we find that Rule 4-H-1 is controlling and that the Carrier's construction of it is not unreasonable.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 7th day of August 1985.