

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

(International Association of Machinists  
( and Aerospace Workers  
PARTIES TO DISPUTE: (  
(Consolidated Rail Corporation

STATEMENT OF CLAIM:

1. That the Consolidated Rail Corporation violated the Controlling Agreement, particularly Rule 2-A-4 of the Agreement entered into by and between the Consolidated Rail Corporation and the International Association of Machinists and Aerospace Workers, dated May 1, 1979, when they required Machinist S. C. Brennan to operate a lathe located in the basement of the General Office Building, which is designated as the Maintenance Department, Department 410. He machined pipe flanges.

2. That accordingly, the Consolidated Rail Corporation be ordered to compensate S. C. Brennan in the amount of six (6) hours for the following days: June 29 and 30, 1983.

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 is employed as a Machinist at the Carrier's Juniata Shops, located in Altoona, Pennsylvania. He seeks six (6) hours pay at the pro rata rate under Rule 2-A-4(b), because he was required to perform work which was not comprehended within his regular assignment on June 29 and 30 1983. Rule 2-A-4(b), in relevant part, provides that when an employee "is assigned to perform work not comprehended in his regular assignment" for more than 30 minutes, the employee is entitled to receive additional straight time pay equal to the time that is assigned "with a maximum of three (3) hours' pay."

Among the Claimant's "duty" was the following: "repair, rebuild and set valves; test all electrical and steam compressors, turbines, hydraulic, feed water, and sump pumps and any other mechanical equipment in the Power Plant and Boilerhouse." On June 29 and 30, 1983, the Claimant was assigned to machine pipe flanges over 18" in diameter for Power Plant use. While doing so, he utilized a lathe in the machine shop.

After carefully examining the record, this Board cannot conclude that the Carrier violated Rule 2-A-4(b) of the Schedule Agreement in requiring the Claimant to perform the work in the machine shop rather than requiring the work to be performed by a machine shop Machinist. The record establishes the existence of a practice, whereby the Claimant and other Power Plant maintenance Machinists have utilized equipment in the machine shop to complete items which are then used in the Power Plant. On June 29 and 30, 1983, the Claimant was assigned to make flanges over 18" in diameter which was to be used in the Power Plant. Since maintenance Machinists customarily machine large items in the machine shop, the work performed by the Claimant was comprehended in his assignment.

Moreover, Rule 2-A-4(b) does not provide additional compensation to an employee who is required to perform work at a location other than his advertised location.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
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Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 10th day of August 1988.