

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

**Award No. 13274
Docket No. 13207-T
98-2-96-2-119**

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

**(Brotherhood Railway Carmen. Division of
(Transportation Communications International Union**
PARTIES TO DISPUTE: (
**(CSX Transportation, Inc. (former Chesapeake &
(Ohio Railway Company)**

STATEMENT OF CLAIM:

“Claim of the Committee of the Union that:

- 1. That the Chesapeake and Ohio Railroad (sic) Company (CSX Transportation, Inc., (hereinafter referred to as ‘carrier’) violated the controlling Shop Crafts Agreement specifically Rule 154 (a) and (b), when the carrier assigned boilermakers to perform work exclusively reserved to the carman craft.**
- 2. Accordingly, the carrier be instructed to pay carman J.M. Reynolds ID #624455, (hereinafter referred to as (‘claimant’) eight hours at the applicable carman overtime rate for said violation.”**

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 were given due notice of hearing thereon.

As Third Party in Interest, the International Brotherhood of Boilermakers and Blacksmiths was advised of the pendency of this dispute, but it chose not to file a Submission with the Board.

This may appear to be a jurisdictional dispute between two Shop Craft Organizations, but after a close review of the on-property exchange, it is not.

Rule 154, the Carmen's Classification of Work Rule states, in part:

"(b) It is understood that present practice in the performance of work between the carmen and the boilermakers will continue. . . ."

If the Boilermakers had a practice of performing the work complained of in this dispute, it surely would have protected its interest. Furthermore, when the Shop Supervisor was queried as to just what occurred, one of the questions asked was, "Who has performed this work in the past? Exclusively? . . ." His response was "Carmen."

It is, therefore, the opinion of the Board that the work which was done by the Boilermaker in this instance was Carmen's work. That leaves the question of whether this assignment was a "simple task" which could be done without expertise in two hours or less, a defense raised by the Carrier. The Carrier also argued that the claim was excessive, both in time claimed and the rate claimed.

Referring again to the Shop Supervisor's letter of October 10, 1995 when he was asked about the actual time spent by the Boilermaker, he said one hour, but he also said the work being done was that of installing a door frame.

The Organization countered with a statement from the Boilermaker who performed the work. The Boilermaker stated:

"... On August 17, 1995, Foreman Mike Geiser assigned me to apply the cab door, door frame and cab floor on CSXT 8054. I spent my entire eight (8) hour tour-of-duty working at these tasks. . . ."

The Board fully understands its role when it is confronted with a conflict of facts, but in this instance there is no conflict. The Shop Supervisor referred only to the door frame. The Boilermaker stated he did more than install the door frame, and further, when confronted with the Boilermaker's statement, the Carrier failed to respond.

Under these circumstances, the Board will sustain the claim for eight hours, but at the straight time rate.

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 18th day of May 1998.