

Award No. 6307

Docket No. 6184

2-B&O-EW-'72

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Joseph E. Cole when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 30, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. - C. I. O. (Electrical Workers)**

THE BALTIMORE AND OHIO RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. Pay entitlement to Electrician Alex Altieri for a rate differential of six cents per hour under the provision of Rule 30, account acetylene burning and brazing performed in connection with the claimant's regular assignment of inspecting and repairing air conditioning and refrigeration units.

2. That accordingly, the Baltimore and Ohio Railroad Company be ordered to compensate Claimant Electrician A. Altieri a differential rate adjustment provided therein Rule 30 for the time indicated in the following schedule of claim.

Employees' Schedule of Claim:

Date	Make Of Unit	Serial No.	Hours Claimed	Amount
6-4-70	RCA	101-68607	8	\$.48
6-5-70	RCA	101-68607	8	.48
6-16-70	RCA	101-68655	8	.48
6-17-70	RCA	101-68655	8	.48
6-29-70	RCA	101-68570	8	.48
6-30-70	RCA	101-68570	8	.48
7-1-70	AMANA	530-1310	8	.48
7-2-70	AMANA	530-1310	8	.48
7-9-70	AMANA	11702239	8	.48
7-10-70	AMANA	11702239	8	.48
7-14-70	EMERSON	7K68227	8	.48
7-21-70	RCA	101-68578	8	.48
7-22-70	RCA	101 68578	8	.48

EMPLOYEES' STATEMENT OF FACTS: In keeping with the accepted standards of our times, air conditioning units have been installed in unprecedented numbers throughout the Carrier's system.

have the Board incorporate into the rules benefits which they have not heretofore had from the outset of the working agreement.

Attention is called to the fact that the claim of the Employees is excessive in that they are claiming the six cent per hour rate differential for eight hours on each of the specified dates even though the indications are that claimant consumed no more than thirty minutes on such dates in performing the disputed work. Under these circumstances, even if it was adjudged that the disputed work came within the purview of Rules 30 and/or 136 of the applicable agreement, claimant would be entitled only to one hour at the rate applicable under those rules.

The Employees have brought this claim to this Board and are thereby obligated to substantiate their position. This, they cannot do.

The Carrier has shown:

(1) That there has been no violation of the Shop Crafts' Agreement on their part.

(2) That the rules cited by the Employees are not applicable to the instant case.

(3) That the work in contention is not, and could not, be considered as autogenous welding.

(4) That work of a type here in question has for a number of years been performed at numerous location on carrier's property and it has never heretofore been claimed that employees performing such work were entitled to the differential rate now sought in behalf of Claimant Altieri.

(5) That under no circumstances is the claimant entitled to the amount of additional compensation herein claimed.

(6) That the claim is without merit and should be denied in its entirety.

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 employees 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 herein thereon.

1. Rule 30 and Rule 136 both state that autogenous welders shall be paid six cents an hour more than the minimum paid to electrical workers at the point employed.

2. The term autogenous welding is not ambiguous. The record on page 67 and 68 offers many definitions of autogenous welding and other welding.

Upon examination of these definitions, and checking dictionaries, we find that autogenous welding is joining surfaces by fusion without hammering or additional metal. (Brazing.)

3. Brazing does not fit that definition.

4. The agreement is presumed to be entered into by persons who know what the words they use mean.

5. We cannot change the agreement and rules.

6. Autogenous welding means joining surfaces by fusion without hammering or additional metal, and it means nothing else. If any change is to be made, it should be made in the agreement.

The claim is denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of June 1972.