

The Second Division consisted of the regular members and in addition Referee David P. Twomey when award was rendered.

Parties to Dispute: (System Federation No. 4, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Boilermakers)
(
(The Chesapeake and Ohio Railway Company

Dispute: Claim of Employees:

1. That the Current Agreement was violated on or about March 18, 1974 when the Carrier assigned other than Boilermakers to dismantle the component parts of the Bar Mill Furnace at Barboursville, West Virginia Maintenance of Way Shop.
2. That accordingly the Carrier be ordered to compensate Boilermakers E. V. Gibson and J. E. Morris twenty-eight (28) hours pay each at the applicable pro rata 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 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 Boilermakers' claimed a violation of Rules 79 and 32 of the Agreement based on, "Cutting down and scrapping bar mill furnace and all of its component parts by machinist (Leon Bledsoe)" (Employes' Exhibit "K": original claim submitted by the Local Representative). In their Submission to this Board the Boilermakers contend that the Carrier violated the Agreement when the Carrier assigned a Machinist "to dismantle the component parts of the Bar Mill Furnace" (Statement of Claim): the Organization makes this contention based on Employes' Exhibit A:

"October 10, 1974

Mr. William B. Mochrie, Jr.
General Chairman

Kindly be referred to your note about the deck plates and steps, some was scrapped and some was put

"in the Boilermakers Stock for reclaim but as yet we never have used any of it for any job so far. I hope this will help you in some way.

Fraternally yours,

Earl V. Gibson
Local Chairman"

The Carrier contends that under Rule 55 of the Agreement it is the Carrier's sole prerogative to assign scrapping work. Further, the Carrier refers to United States Railroad Labor Board Decision, Docket 1877, dated June 6, 1924, Interpretation of Rules 7, 33, 55 and 81, wherein it was held that scrapping work of machinery may properly be performed by Machinists.

The Machinists filed a Third Party Submission in which they support the Carrier's contention on the meaning and applicability of Rule 55.

First of all there can be no doubt that what took place in the instant case was the scrapping of a piece of shop machinery, the Bar Mill Furnace. We find that there is no specific language in Rule 79 of the Agreement which gives the scrapping of a piece of shop machinery to the Boilermakers. Nor have the Boilermakers alleged or proven a system-wide practice which would entitle them to such work.

We find that Rule 55 is the properly applicable rule for the instant case. It states:

"Work of scrapping engines, boilers...or other machinery will be done by crews under the direction of a mechanic."

We find that Rule 55 does not specify which craft or class of employes shall perform the actual work of scrapping. Therefore the Carrier is entitled to make the appropriate assignment based on factors such as past practice and the United States Railroad Labor Board decision referred to above.

The fact that some component parts, that is some deck plates and steps, were later put into the Boilermakers' Stock for reclaim (Employes' Exhibit A) is of no contractual consequence in this case. The fact is that the piece of shop machinery was scrapped, and the Carrier properly used a member of the Machinist Craft to perform the scrapping work.

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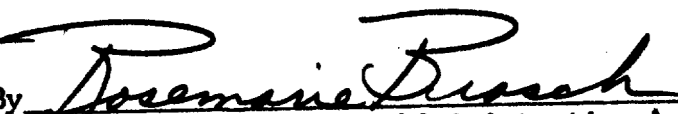
Award No. 7096
Docket No. 6941-T
2-C&O-BM-'76

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 14th day of July, 1976.