

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

PARTIES TO DISPUTE: ((Sheet Metal Workers' International Association
(Chicago and North Western Transportation Company

STATEMENT OF CLAIM:

1. The Carrier violated the provisions of the current and controlling agreement when they improperly violated Rules 29, 53 and 103 of said agreements when beginning about July 1, 1985 the carrier improperly assigned machinists James Beavers and Lorenzo Sawyer the job of repairing AC drip pans, rain pans, drilling, tapping and replacing all missing and broken bolts in these pans.

2. That accordingly an accurate record be kept of the total time the machinists have been assigned to repair pans and that total compensation be divided equally among the Sheet Metal Workers' employed at California Avenue Facility, car shop.

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 employees 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.

As Third Party in interest, the International Association of Machinists and Aerospace Workers was advised of the pendency of this dispute, and chose to file a submission with the Division.

The pivotal question at bar is whether Carrier improperly assigned the work of Sheet Metal Workers to the Machinists. The disputed work involved repairing pans and the drilling, tapping and replacing of bolts used on those pans. Organization contends that Sheet Metal Workers employed at Carrier's California Avenue car shop have done the disputed work and have Agreement support for their Claim in Rules 53 and 103.

During the progression of this Claim on property the Carrier denied that Machinists were working on the drip or rain pans. Carrier maintained that the Machinists work with bolts was incidental to their normal servicing of the air conditioner blower assembly. Carrier denied any Agreement violation.

By response to a Third Party Notice, the Machinists deny any violation wherein they have improperly done work which by Agreement belongs to the Sheet Metal Workers.

This Board has carefully studied the cited Rules of both the Sheet Metal Workers and Machinists as well as the evidentiary support. In our review of this record, we fail to find sufficient probative evidence to support the asserted violation. Evidence that Sheet Metal Workers have been assigned drilling, tapping and replacing of bolts when associated with the work of servicing the blower assembly is lacking. That such work has been done by Sheet Metal Workers when working with the pan does not support the exclusivity of the work to that craft. A careful review of the Rules does not establish this specific task as one exclusively within the Scope of the Agreement. Assertions that the repair of the pans is at issue fall short. There is no probative evidence that the work involved the repair of pans or that such work was being done by Machinists.

There is no support in the record to sustain either the Claim that drilling, tapping, and replacing bolts belongs to the Sheet Metal Workers, or that past work of rehabilitating the drip pans is applicable to the service of air conditioners, wherein those drip pans must be removed incidental to Machinists' work. Finding insufficient evidence to support the Organization's Claim, the Claim is denied in its entirety (Second Division Award 8823).

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: _____


Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 20th day of January 1988.