

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

PARTIES TO DISPUTE: (International Brotherhood of Firemen and Oilers  
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(Burlington Northern Railroad Company

STATEMENT OF CLAIM:

1. That for a period in excess of (60) days Machinists and a Clerk have been assigned to and performed the work that has historically and by Agreement Rule 2 Classification of Jobs Group C of the Agreement dated July 1, 1979, been assigned to the (Laborers) Firemen and Oilers.
2. The Laborers work being performed by Machinists and a Clerk at the Shop in Pensacola is, servicing and supplying trains (including filling fuel & sand tanks, washing windows, cleaning cabs, placing ice water and towels in cabs on engines; also radiator water, and all other required and needed supplies for engines). This work is being performed on yard units, road units and switch engines. The Pensacola yard is servicing an average of 5 to 6 engines per day. A list of train numbers is attached for your reference. There is also a daily Pensacola yard engine (#2113) and a switch engine located at Canlonment (#2331) to be serviced daily in addition to trains mentioned on the attached list. The Machinists are cleaning and organizing the supply room, compressor room, fuel and pump room, locking the doors of those rooms and checking the area. Machinists are also assigned to clean the Locomotive turntable, clean diesel shop floor and area surrounding, empty large trash cans into dumpsters, clean area surrounding trainmaster's office, clean oil pans and oil pit, load supplies onto road truck and wash and clean the road truck.
3. That this work which amounts to approximately (40) hours per week should rightfully and immediately be once again assigned to Mr. Robert L. Wallace, a member of the Firemen and Oilers.
4. That Mr. Robert L. Wallace be immediately returned to active service from his laid-off status. Further that Mr. Wallace be compensated for this continuing violation of Rule 1 (a) - (b) and Rule 2 (a) Group C 8 and 10 of the Controlling Agreement.
5. That Mr. Robert L. Wallace's compensation, retroactive sixty (60) days, will include but not be limited to eight (8) hours per day forty (40) hours per week until the work in question is once again properly assigned to the Firemen and Oilers. That the Carrier will reinstate, retroactive Mr. Wallace's entire Health and Welfare Plan, Seniority, and Vacation Benefits as provided for under the current Agreement.

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.

As Third Party in Interest, the International Association of Machinists and Aerospace Workers and Brotherhood of Railway, Airline and Steamship Clerks were advised of the pendency of this dispute. The International Association of Machinists and Aerospace Workers filed a Submission with the Division. Brotherhood of Railway, Airline and Steamship Clerks did not file a Submission with the Division.

The record reveals that the Claimant had been assigned to the Carrier's Pensacola Yard, sharing work with two (2) other employees. After this work diminished, the Claimant was furloughed. At the time of the claim, a Machinist, who remained assigned, performed what work which remained.

The Board observes that, while certain procedural contentions have been advanced in this matter, we conclude that the claim may best be resolved on its merits.

With respect to these, we understand and are not unappreciative of the Organization's arguments on behalf of the Claimant. However, from our review of the record, we are convinced that the work at issue did significantly diminish.

Moreover, in the particular circumstances prevalent herein, we find that the work claimed was not exclusive or reserved to the Claimant. Further, Appendix 6(c), which in pertinent part reads:

"...At outlying points where there is not sufficient work to justify employing an employee of the Firemen and Oilers Group, the Carrier may have such work performed by others....,"

provides legitimacy to the action of the Carrier.

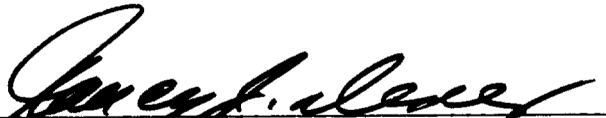
In view of all the foregoing, we will deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 6th day of April 1988.