

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

**Award No. 13415
Docket No. 13228-T
99-2-96-2-140**

The Second Division consisted of the regular members and in addition Referee Margo R. Newman when award was rendered.

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

STATEMENT OF CLAIM:

“Claim of the Committee of the Union that:

- 1. That the Chesapeake and Ohio Railroad 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 D.K. Ramey, ID #94419, (hereinafter referred to as ‘claimant’) four hours at the applicable carman straight time 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 claim protests the Carrier's October 15, 1995 assignment of a Boilermaker to weld the coupler pocket to the face plate on Locomotive 6232 at the Huntington Locomotive Shop. The record reflects that the assignment was for a period of between two and four hours and that an electric arc welder was used to perform the job.

The Organization contends that the work in issue is reserved to its members under Rule 154 (a) and (b) and that the Incidental Work Rule is not applicable to the facts in this case. The Carrier argues that it was a permissible work assignment under the Incidental Work Rule because the welding work was incidental to the repair of the face plate, was a simple task that took less than two hours to perform, and that the Organization's failure to request a time study precludes the Board from considering the merits of the claim.

The same arguments were made by the parties and considered by the Board in Second Division Award 13413. We adopt the same rationale as applicable herein and find it dispositive of this case.

Accordingly, we sustain the claim and direct that the Claimant be compensated four hours for the lost work opportunity on October 15, 1995 at his pro rata rate of pay.

AWARD

Claim sustained.

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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 16th day of June 1999.