

Award No. 6267

Docket No. 6070

2-SCL-CM-'72

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Don J. Harr when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 42, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Carmen)**

SEABOARD COAST LINE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under terms of the current agreement, the Carrier improperly assigned and used Car Repairer to perform Carmen-Painter's work at Hamlet, N. C. Car Shop on May 27, 1969.

2. That accordingly, Carrier be ordered to additionally compensate Carman - Painter J. S. Boggan two and two-thirds (2 $\frac{2}{3}$) hours at overtime rate for being denied his contractual rights to perform work of his class.

EMPLOYEES' STATEMENT OF FACTS: On May 27, 1969 Car No. S.C.L. 95144 was in the Car Shop at Hamlet, N. C. for repairs. When the car was built, it had damage free (D.F.) loading equipment installed and the metal parts of the equipment were painted. A part of the D.F. loading equipment consisted of belt rails with holes punched at regular intervals the length of the rails. After the car was placed in use, it was discovered the punch used to make the holes had left burrs around the holes which were causing damage to merchandise shipped in the car. This made it necessary for the car to be brought into the repair shop for removal of the burrs. This was accomplished by use of surface grinders.

In removing the metal burrs, a considerable amount of paint was also removed from the belt rails making it necessary for them to be painted to conform with the Carrier's standards.

In lieu of using a Carman - Painter to perform this work, the Seaboard Coast Line Railroad Company (hereinafter referred to as Carrier) used Car Repairer to paint the belt rails.

Mr. J. S. Boggan (hereinafter referred to as Claimant) holds seniority as a Carman - Painter at Hamlet, N. C. with seniority date 12-08-47. At the time the disputed work was performed, the Claimant was available to perform the work.

In the claim in dispute, the Carrier contends that the "touching up" of freshly ground parts with aluminum paint constituted a part of the carmen's duties in removing the burrs from the belt line.

Carrier reaffirms its position that there has been no violation of the Agreement in this instance, and respectfully request that your Board deny this claim 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 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.

On May 27, 1969, one of Carrier's shippers reported that Car No. SCL 95144 had rough belt lines and the protruding metal burrs on these lines were damaging freight. The car was taken to the Car Shop at Hamlet, North Carolina for repairs.

To correct the condition it was necessary to use surface grinders to remove the metal burrs left when the belt rails were punched. In removing burrs some paint was also removed and it was necessary to touch up the ground areas to prevent rust.

The Employees contend that the Agreement was violated when the Carrier used a Car Repairer to do the painting rather than using a Carman-Painter.

The Employees rely upon Rules 26, 100 and 15 of the effective Agreement and several prior awards of this Division.

We cannot find that Carman-Painters have a right to all painting work on this property. See Second Division N.R.A.B. Awards 3512, 3928, 4202, 4806 and 4847.

The burden of proof is upon the employes to show that the work belonged to Carman-Painters and they have failed to do so.

We will deny the Claim.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of March 1972.

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