

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

Parties to Dispute: (International Association of Machinists
(and Aerospace Workers
(
(Baltimore and Ohio Railroad Company

Dispute: Claim of Employees:

1. That under the controlling Agreement as amended, the Baltimore and Ohio Railroad Company, damaged Machinists Willis Korenoski and Peter Korenoski, when they assigned Maintenance of Way Employees to remove and install diesel engine in Crane X 212, at the Glenwood Car Yard on date of July 13 and 14 (Saturday and Sunday) 1974.
2. That accordingly the Baltimore and Ohio Railroad Company, be ordered to compensate Machinists Willis Korenoski and Peter Korenoski eight (8) hours pay at time and one half rate each 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 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 July 13th and 14th, 1974, two Maintenance of Way (M of W) Equipment Repairmen, members of the Machinists Organization, reinstalled an engine in M of W Crane X-212 while it was located in the Glenwood Yard, at Pittsburgh, Pennsylvania.

The Organization contends that repair of any equipment in the Car Yard which is covered under the Machinists Classification of Work Rule must be performed by Machinists whose names appear on the Glenwood Locomotive Shop Seniority roster, that is Seniority Point 6. (Employee Submission, p.4.) The Organization contends (Employee Rebuttal, p.7) that Machinists from another seniority point, in this case Machinists from the Pittsburgh Western Sub-Division, were assigned to make repairs on M of W equipment within the confines of another seniority point.

The Carrier contends that the Claim was altered and that it therefore should be dismissed. We disagree and find that this contention is without merit.

The Carrier contends that the Glenwood Yard is part of Pittsburgh Western Sub-Division of the M of W Department and that any work performed by M of W Equipment Repairmen (Machinists) while such equipment is located in the yard. The Carrier contends that the Machinists employed in the M of W Department have their Seniority confined to the Pittsburgh Western Sub-Division and the Carrier asserts that Glenwood Yard is within the confines of the Pittsburgh Western Sub-Division. The Carrier agrees that when M of W equipment is taken into the Glenwood Shop, repair work therein, accrues to Mechanical Department Machinists.

Thus we have the Organization contending that the work in question was improperly performed within the Mechanical Department's seniority point and the Carrier contending that the work was properly performed within the Maintenance of Way Department seniority division. The Mechanical Department Machinists have "point seniority" rights and the M of W Department Machinists have "division seniority" rights.

The Organization contends in its Submission that, like Carmen, Machinists cover the entire yard. The Carrier disagrees (Carrier's Rebuttal, p.4).

The Carrier points to the past application of Rule 28 as it pertains to M of W Machinists performing repairs on M of W equipment in the Glenwood Yard. The Carrier asserts that when a claim arose concerning work performed on Crane X-212 in the Glenwood Yard in April 1965, the Claim was settled on the basis that an equipment operator assisted the equipment repairman making the repairs. The Carrier points out that the settlement of the claim, which was accepted by the Organization, stated:

"... there is no valid basis for claim for the work in question performed by an employee holding rights as a Motor Car Repairman or Work Equipment Repairman in the M of W Department and represented by the Machinists' craft."

The Organization counters in its Rebuttal p. 8 that the facts at that point in time 1965 cannot fully be determined. But "effective October 1972, it became a different ballgame, due to the fact that the area covered by Seniority Point 7 has been incorporated into Seniority Point 6", which now covers the entire Glenwood Yards. The Organization asserts on page 5 of its Rebuttal that while formerly there had been a grey area, with the merger of Point 7 into Point 6 the whole area in and around the Glenwood Back Shop is under the Mechanical Department Seniority Point. The Board notes concerning this contention by the Organization that a new era existed after October 1972 with the elimination of the former grey area and resulting in the Point covering the entire Glenwood Yards, that it was never raised in the correspondence on the property, nor was it presented in its Submission to the

Board. The Board therefore is without the benefit of the Carrier's assessment of these assertions.

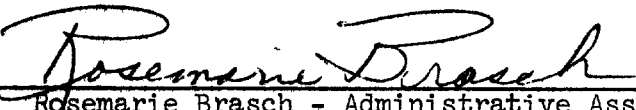
The Organization has the burden of proof in the instant case. And it is well settled that this Board does not resolve conflicts in evidence. Fundamental to the Organization's case must be proof that the work in question was improperly assigned to the M of W Machinists. The Organization's evidence does not overcome the Carrier's evidence, thus, we cannot find from the entirety of the record before us that the Equipment Repairmen (Machinists) of the M of W Department who performed the Machinists work on the M of W crane in the Glenwood Yard on July 13 and 14, 1974, were not within the confines of their M of W seniority division, that being the Pittsburgh Western Sub-Division. We must deny the claim.

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 5th day of July, 1977

