

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

Parties to Dispute: (International Association of Machinists and
(Aerospace Workers
(
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated the controlling Agreement, particularly Rules 26(a) and 52(a), when they arbitrarily assigned Carman to remove and disassemble 20 control valves on a test rack panel.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Machinist N. T. Berry in the amount of four (4) hours pay at a Machinist's punitive rate of pay for being denied the right to perform the above-mentioned work.

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 waived right of appearance at hearing thereon.

In this case the Organization alleges that Employees other than Machinists performed work reserved to the Machinists' Craft under Rules 26(a) and 52(a) of the controlling Agreement. The work in question involves removal and disassembly of control valves on an air brake test rack. On March 2, 1976 at Carrier's North Little Rock, Arkansas mechanical facility, a Carman was assigned to remove and disassemble 20 control valves on the test rack's panel. Specifically, the Carman disconnected handles and cover plates, removed rubber diaphragms, disconnected the compressed air source, and took the rack off the wall. Claimant asserts that this assignment by Carrier resulted in the Carman performing Machinists' work for approximately one (1) hour.

Carrier argues that Rule 26(a) which restricts mechanics' work to mechanics or apprentices does not restrict work to Machinists, but rather to those crafts comprising mechanics, and Carmen are included in that category. Rule 52(a) is the Machinists' classification of work rule. Our review of the cited contract provisions persuades us that the work in question is not expressly reserved to Machinists by clear and unambiguous language.

When a claim such as this is presented, the burden of proof is upon the petitioning Organization to show that the work in question is contractually reserved to employees of that Organization; or that by system-wide custom, practice, and tradition such work has been performed exclusively by that Organization. In the case before us, this burden has not been met. Even Claimant Berry's letter asserts only that Machinists have done the work at issue, not that it has been work assigned exclusively to Machinists. Carrier's assertions remain unrefuted that Carmen have historically performed the work in question without incident. Upon careful consideration of the record before us and the Agreement language we have no alternative but to deny the present claim. See Third Division Award 22244.

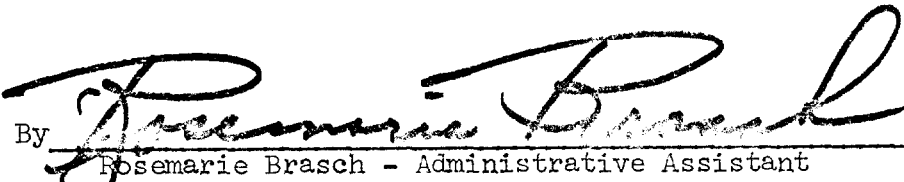
A W A R D

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 7th day of March, 1979.