

The Second Division consisted of the regular members and in addition Referee Robert M. O'Brien when award was rendered.

Parties to Dispute: (Sheet Metal Workers' International Association
(
(Norfolk and Western Railway Company

Dispute: Claim of Employees:

1. That the Norfolk and Western Railway Company, beginning on June 30 through July 31, 1980, violated the provisions of the current agreement and Rule 91 and past practice of over 40 years when Management assigned Molders (sic) to perform Molder (sic) Helpers' work of chipping, grinding, burning and cleaning of castings in the Cleaning Shed in the Foundry.
2. It is, therefore, requested that the Holder (sic) Helpers listed below employed in Carrier's Foundry be compensated in the amount of eight hours per day on the following dates: That Helper J. T. Nelson be compensated for 23 days, a total of 184 hours for the dates from June 30 through July 31, 1980. That Helper R. W. Booth be compensated for 9 days, a total of 72 hours for the dates from June 30 through July 6, 1980. That Helper J. M. Bandy be compensated for 9 days, a total of 72 hours for the dates from June 30 through July 6, 1980. That Helper M. G. Murray be compensated for 2 days, a total of 16 hours for the dates from July 14 through July 15, 1980. That Helper J. W. Hudson be compensated for 5 days, a total of 40 hours for the dates from July 14 through July 18, 1980.

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.

In June of 1980, the Claimants were working in the Foundry at Carrier's Roanoke Shops as Moulder Helpers. From June 30, 1980 through August 3, 1980, they were furloughed.

While they were furloughed Journeyman Moulders performed many of the tasks previously performed by them. It is the Organization's contention that the Carrier had no right to assign Moulder Helper's work to Journeyman Moulders. Rather, this work belonged to Moulder Helpers who hold seniority at the Roanoke Shops Foundry.

This Division has consistently held that a Journeyman may perform all the work of his Craft. (See, for example, Award 7342 and 4473.) Consequently, Journeyman Moulders at Carrier's Roanoke Shops could be assigned all the duties of their Craft, including those normally performed by Moulder Helpers. The Moulder Helpers simply had no exclusive right to the work set forth in Rule No. 91 to the exclusion of Journeyman Moulder.

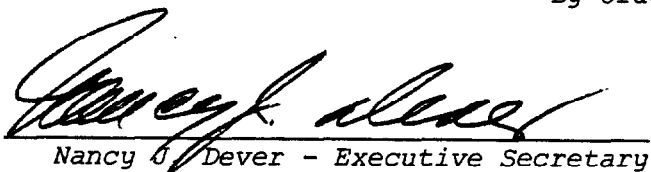
Since there was no violation of the controlling Collective Bargaining Agreement when Journeyman Moulders performed work normally performed by Moulder Helpers during the latter's furlough the instant claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 27th day of February 1985.