

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

Parties to Dispute: (Brotherhood Railway Carmen of the United States
(and Canada
(Burlington Northern Railroad

Dispute: Claim of Employees:

1. That the Burlington Northern Railroad violated the terms of our current Agreement in particular Rule 83 and 98(c), when they assigned other than carmen to inspect, dismantle, clean and reassemble a paint sprayer pump.
2. That accordingly, the Burlington Northern Railroad be ordered to compensate Brainerd, Minnesota Carmen Painters G. Gobel and E. Lovald in the amount of seven (7) hours each for the days of April 21 and 22, 1981, or a total of fourteen (14) hours at the straight time rate.

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.

The Organization contends that the work involved is exclusively that of the Carmen's craft under the provisions of Rule 83, Classification of Work. This contention is based upon words in that Rule such as "inspect", "dismantle", "clean", "reassemble", and "paint". The object of the work was a paint sprayer pump. In the Rule 83 context, the cited words relate to specific objects such as freight cars, passenger cars, lever cars, fire boxes, smoke boxes, etc. The Rule also contains a "catchall" phrase, "...and all other work generally recognized as carmen's work."

The Organization also asserts that the work in dispute has been historically that of the Carmen, and presents affidavits from Carmen to that effect.

A third party to the dispute, the Sheet Metal Workers' International Association, cites similar language in its rules, this time relating to a different set of objects, and a similar "catch-all" phrase at the end of the rule. It also asserts historic rights to the work through affidavits from Sheet Metal Workers. Neither the Carmen nor the Sheet Metal Workers' contentions are persuasive.

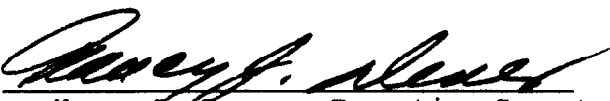
Paint sprayer pumps are not mentioned in either Agreement. Neither Organization provides proof of a system-wide past practice in performing the work. Absent such showing, the Carrier is free to assign the work as it deems appropriate and efficient.

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 4th day of December 1985.