

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Sheet Metal Workers International Association
(CSX Transportation, Inc.
(Chesapeake and Ohio Railway Company)

STATEMENT OF CLAIM:

1. The Carrier violated the provisions of the current controlling agreement when they improperly assigned other than Sheet Metal Workers in violation of Rule 126, on October 8, 1988, to perform the work formerly performed at the Ready Track, Clifton Forge Diesel Shop.

2. That accordingly, the Carrier be required to compensate Sheet Metal Worker T. B. McCaleb eight (8) hours pay at time and one half.

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.

As Third Party in Interest, the International Association of Machinists and Aerospace Workers was advised of the pendency of this dispute, but did not file a Submission with the Division.

On the claim date the Sheet Metal Worker regularly assigned at the Ready Track worked in the Locomotive Shop. He was not replaced at the Ready Track. Instead, instructions were issued that if any sand problems or work requiring the skills of a Sheet Metal Worker developed, the unit involved was to be sent to the Diesel Shop where Claimant was assigned. No units were sent to the Diesel Shop.

Claim was filed, contending that Machinists tested sanders, examined sand traps, repaired M.U. hoses, cut and coupled units during the shift that Claimant was at the Diesel Shop. It was denied on the basis that work belonging exclusively to Sheet Metal Workers was not performed by Machinists.

The Organization has not submitted supporting evidence detailing the functions of work alleged to have been completed by Machinists on the Claim date when Claimant was sent to the Diesel Shop. It merely has made broad allegations to the effect that Claimant was not at the Ready Track, ergo, Sheet Metal Workers' tasks must have been completed by others. The Organization's burden in demonstrating what work was alleged to have been performed in violation of the Agreement has not been met.


Nonetheless, it must be noted that this Division has previously issued a number of Awards involving these same parties which concluded that "MUing" locomotives and checking sanders (and associated tasks of this nature) is not the exclusive work of Sheet Metal Workers. In this regard see Awards 11162, 10159, 9234, 8685 and 7403.

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 7th day of August 1991.