

The Second Division consisted of the regular members and in addition Referee Kay McMurray when award was rendered.

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

STATEMENT OF CLAIM:

1. That the Carrier, under the current working agreement between the Sheet Metal Workers and the Carrier, violated Rule #126 of the agreement.

2. That accordingly, the Carrier be ordered to compensate the employee W. L. Painter, Sr., one half hour (30") 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.

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.

The Carrier maintains a small locomotive facility at Clifton Forge, Virginia. On December 27, 1990, a Machinist was assigned the task of renewing a gasket on an air compressor discharge pipe on a unit at the Ready Track. There was a small amount of work involved as can be ascertained by the Claim for thirty minutes compensation. On the aforementioned date, Claimant was in furlough status. The one regularly assigned Sheet Metal Worker at Clifton Forge was on vacation and not available for call. The Organization maintains that the use of a Machinist to accomplish the minor repair was a violation of the Agreement and, therefore, Claimant must be paid. In furtherance of the Claim, the Organization cites Rule 126 of the Agreement. That Rule reads:

"(a) Sheet metal workers' work shall consist of tinning, coppersmithing and pipefitting in shops, yards, buildings, on passenger coaches and engines of all kinds; the building, erecting, assembling, installing, dismantling (for repairs only), and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron of 10 gauge and lighter (present practice between sheet metal workers and boilermakers to continue relative to gauge of iron) including brazing, soldering, tinning, leading and babbiting (except car and tender truck journal bearings), the bending, fitting, cutting, threading, brazing, connecting and disconnecting of air, water, gas oil and steampipes; the operation of babbitt fires (in connection with sheet metal workers' work); oxy-acetylene, thermit and electric welding on work generally recognized as sheet metal workers' work and all other work generally recognized as sheet metal workers' work.

(b) In running repairs, other mechanics than sheet metal workers may remove and replace jackets and connect and disconnect pipes where no repairs are necessary to the jackets or pipes in question."

A careful reading of the Rule does not reveal any mention of the work for which the Claim is made. The Carrier points out that other than the Sheet Metal Workers craft may perform this work when it is incidental to other duties being performed and that the Sheet Metal Workers' craft does not have system-wide exclusive rights to perform this work to the exclusion of all others at all times. The Organization does not refute that position in the record. It relies on the language of Rule 126 and the self-serving contention that the job of renewing gaskets is now and always has been the work of the Sheet Metal Workers at Clifton Forge. The record does not contain any evidence to support that contention.

There are other arguments in the record, but the foregoing is sufficient for the Board to make the decision that the Organization failed its burden of proof responsibility to establish that the Agreement had been violated and we so decide.

A W A R D

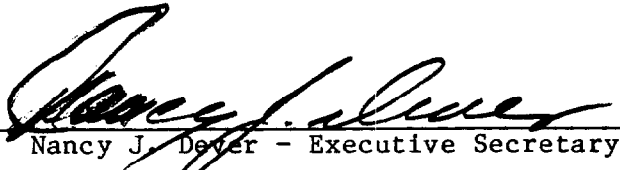
Claim denied.

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Award No. 12425
Docket No. 12401-T
92-2-91-2-207

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 16th day of September 1992.