

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 12901
Docket No. 12705
95-2-92-2-186

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

(International Association of Machinists and
(Aerospace Workers
PARTIES TO DISPUTE: (
(The Consolidated Rail Corporation

STATEMENT OF CLAIM:

- "1. The Consolidated Rail Corporation violated the Rules of the Controlling Agreement of May 1, 1979, and particularly Rule(s) 2-A-4, and Past Practice and Customs.
2. Accordingly, the Claimant is entitled to the payment as requested. Additional three (3) hours of pay at the applicable rate for the days of 6-5-90, 6-7-90, 6-8-90, 6-12-90, 6-14-90, 6-18-90, 6-19-90, and 6-21-90."

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.

The Claimant was employed as a regular Machinist Welder which had been advertised as a Grade "E" Welder position. He claims that, on eight separate dates in June 1990, he was instructed to perform work on Locomotive Armatures, which included TIG welding. TIG welding is an electric welding process used on aluminum, copper and other non-ferrous materials.

The Organization basically contends that TIG welding is a specialized welding technique, not normally assigned to or performed by the Claimant. It further submits that TIG welding always had been a separate position in the Welding Shop until it was abolished.

The Carrier's position is that TIG welding was a process included in the Claimant's regular assignment. It notes, in this regard, that the Claimant's job description in part reads "Combination Acetyline and Electric Weld, as per Altoona Works Instructions."

Rule 2-A-4(b) controlling in this dispute reads:

"2-A-4. (b) An employee, except in the application of paragraph (a) of this rule, who, in other than emergency such as flood, snowstorm, wreck, fire, etc., or to keep him fully occupied, is assigned to perform work not comprehended in his regular assignment for a period of more than thirty (30) minutes shall be allowed additional straight time pay equal to the time so assigned with a maximum of three (3) hours' pay."

Therefore the Organization has the burden to show by probative evidence on the property that TIG welding was "not comprehended" in the Claimant's assignment. The Organization has not met this burden. There is no evidence that TIG welding was "not comprehended" within the task encompassing electric welding.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

Form 1
Page 3

Award No. 12901
Docket No. 12705
95-2-92-2-186

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 16th day of August 1995.