

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

Award No. 13250
Docket No. 13205
98-2-96-2-116

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

**(Brotherhood Railway Carmen, Division of
(Transportation Communications International Union**
PARTIES TO DISPUTE: (
**(CSX Transportation, Inc. (former Chesapeake and
(Ohio Railway Company)**

STATEMENT OF CLAIM:

“Claim of the Committee of the Union that:

- 1. That the Chesapeake and Ohio Railroad Company (CSX Transportation, Inc., (hereinafter referred to as ‘carrier’) violated the controlling Shop Crafts Agreement specifically Rule 154 (a) and (b), when the carrier assigned boilermakers to perform work exclusively reserved to the carman craft.**
- 2. Accordingly, the carrier be instructed to pay carman F.D. LaFon, ID #102631, (hereinafter referred to as ‘claimant’) three hours and thirty minutes at the applicable carman overtime rate for said violation.”**

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 were given due notice of hearing thereon.

As Third Party in Interest, the International Brotherhood of Boilermakers and Blacksmiths was advised of the pendency of this dispute, but it chose not to file a Submission with the Board.

This is another in a series of cases before the Board which address the primary question of the type of work permissible under the "simple task" provisions of Section 1, Article V - Incidental Work Rule of the November 27, 1991 Imposed Agreement.

The work at issue was performed on August 17, 1995 at the Carrier's Huntington, West Virginia, Locomotive Shop. On that date, the Carrier assigned a Boilermaker to assist a Carman to remove and replace a coupler and coupler carrier-iron on Locomotive CSXT 6061.

The Carrier, in its letter of April 24, 1996 to the Organization in pertinent part stated:

"Our further review of this matter indicates that the work performed by the boilermaker in assisting the carman with this work would have been as follows:

- (1) Operate remote controlled crane**
- (2) assist with handling heavy material**
- (3) simple tasks of welding the wear plate onto coupler carrier iron, removing and replacing four bolts, and assisting carman in straightening cut lever and bales by heating with torch so that carman can bend into shape with hammer. The total time spent on these simple tasks was less than two hours.**

Regarding these simple tasks, to weld the wear plate onto the coupler carrier iron, it would have been necessary to make two small bead

welds (about three inches each), which would have required about ten minutes. All shop crafts at the Huntington Locomotive Shop do welding work. Arc welding (such as involved in the work at issue in this claim) has been done routinely throughout the shop for many years. Removing and replacing the four bolts also would require about ten minutes.

* * *

The work performed by the boilermaker in this instance was either not reserved exclusively to carmen by agreement or practice (as in (1) and (2) above or was properly performed as simple tasks pursuant to the Incidental Work Rule.”

On the evidence brought forth, as shown by the correspondence and other documents exchanged on the property, the Board finds that the substance of the disputed work that the Boilermaker performed “in assisting the Carman” was reserved for the Carman Craft. The question is whether it was a “simple task” as contemplated by the Incidental Work Rule. In this respect, we find Award 6 of Public Law Board No. 5479 on point with this case when it found as follows:

“Carrier asserts that it was privileged to assign this work to a Carman pursuant to Article V of the July 31, 1992 Imposed Agreement. (Article V, Incidental Work Rule, has been extensively discussed in Award 2 of this Board, issued this date. It is incorporated into this Award by reference.) The Board does not agree. The Incidental Work Rule, as modified by the Imposed Agreement, does not permit a Carrier to assign ‘simple tasks’ to an employee of another Craft when such work requires the use of special training or special tools, because special training and special tools remove the work from the category of a ‘simple task.’

Welding is work that most certainly requires special training and special tools. It is not a simple task. And while Carmen, and for that matter other Crafts, as well as Machinists may perform welding in the particular work of their own Crafts, this fact is not license or privilege for a Carrier to have them do welding work in a different Craft under the revised Incidental Work Rule. If it were, for example, then any Shop Craft employee capable of performing a specialized work function applicable to

the work of more than one Craft, such as welding, could be used as a 'composite mechanic' in all Crafts, something objected to by the Organization before PEB 219, something that PEB 219 did not embrace, and something that was not specifically provided in the Imposed Agreement."

With respect to the question of damages, the Board finds no Agreement support for the amount of monies claimed. The Claimant will be paid for three hours and thirty minutes at the pro rata rate.

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 30th day of March 1998.