

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

Award No. 13436

Docket No. 13357

99-2-98-2-43

The Second Division consisted of the regular members and in addition Referee Robert L. Hicks when award was rendered.

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

STATEMENT OF CLAIM:

“Claim of the Committee of the Union that:

- 1. That the Carrier violated Rule 138, on February 23, 1997, whenever Machinists McKinley and McCoullhouh was assigned to perform Carmen’s scheduled and unscheduled work on T-3.**
- 2. That the Carrier be ordered to pay Carman L. A. Sharpe and R. E. Hamilton three (3) hours at the overtime rate of pay which they would have received had they been contractually called.”**

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 Association of Machinists and Aerospace Workers was advised of the pendency of this dispute, but chose not to file a Submission with the Board.

On the claim date, two Machinists and a Carman changed out an engine coupler and bushing. From the record, it took approximately three hours to complete the assignment.

Because two Machinists worked with the Carman to effect this change, a claim was filed contending that the Machinists did craft work in violation of Rule 138.

The Organization furnished a statement signed by the Machinists. The statement alleges the Foreman assigned them to replace the coupler and bushing of a locomotive "with Carman Whitlocke's assistance."

According to the Carrier, neither Machinist was instructed to perform any work considered as Carman's. Rather, they were assigned to assist the Carman. One Machinist was assigned to operate a crane, while the other kept an eye out for fire when the Carman used the cutting torch. Both Machinists assisted in lifting the old coupler out and setting the new coupler, however, the Carman did the actual disconnecting/connecting work necessary in exchanging the old coupler and bushing for new coupler and bushing.

Although the Machinists' statement would lead one to believe that they did the work assisted by the Carman, the fact is the Machinists assisted the Carman.

When the Carrier stated that the job could not be safely accomplished by one individual, it was not intended to mean that any and all assistance necessary in changing out the unit had to be provided by Carman. Certain duties, such as assisting with tools, lifting the old and new unit, assisting in the alignment, standing lookout for potential fire while the Carman was using the burning torch, are not specifically listed in Rule 138.

The Organization simply states that its Agreement was violated, but it neither pinpointed what portion of Rule 138 was violated, nor what portion exclusively reserved to Carman was the work that the Machinists performed on the claim date.

What the Carrier was confronted with was the necessity to change a coupler and bushing on a locomotive, a chore requiring more than one person to accomplish, so it assigned the two Machinists to assist the Carman.

Referee Dennis put such assignments in proper perspective when he stated in Public Law Board No. 4849, Case 6 :

“...We think it is entirely possible for different crafts to work together without infringing on each other’s work. To decide otherwise would be to restrict Carrier in the assigning of work unnecessarily.”

It is the Board’s opinion that the claim must fail for lack of proof of a Rules violation.

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.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 16th day of June 1999.