Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 13730
Docket No. 13574
03-2-00-2-56

The Second Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

(Brotherhood of Railway Carmen Division
(Transportation Communications International Union
PARTIES TO DISPUTE: (
(Springfield Terminal Railway Company

STATEMENT OF CLAIM:

"Claim of the Committee of the Union that:

1. That the Springfield Terminal Railway Company violated the terms of our current agreement, in particular Rule 2 when they arbitrarily assigned two (2) Machinists to perform work which historically and by contractual agreement accrues to the Carman craft.

2. That according, the Springfield Terminal Railway Company be ordered to compensate Vern L. Pinkham and Fred E. Curtis in the amount of four (4) hours pay at the overtime rate. This is the amount of compensation they would have earned had the carrier properly assigned this work."

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.

The dispute in this case concerns an assignment made on May 21, 1999 when two Machinists were instructed to go to the Paint Shop to remove masking tape and paper used in the painting process, rather than assigning that work to Carmen.

The Organization alleges that it took the Machinists four hours each to complete the assignment. Relying upon time records, the Carrier asserts that the assigned work included switching the locomotive - which is not Carmen's work - and the work took approximately two hours for each employee to perform. Further, according to the Carrier the unmasking work performed by the Machinists was permissible incidental work. The Organization responds that the work performed by the Machinists did not include switching.

Under their Rule 34, Machinists can perform " . . . any and all other services associated with the repair and maintenance of machines and locomotives and incidental to a clean, safe, and operational facility . . . limited to no more than 4 hours in the work day." Relying upon pay records, the Carrier asserts that the unmasking work performed by the Machinists was incidental work under that Rule. The Organization asserts that it was not.

The burden in this case is on the Organization to demonstrate a violation of the Carmen's Agreement. Review of the record as a whole does not show that the Organization has factually refuted the Carrier's assertion that the work performed by the Machinists was incidental. Aside from unsupported assertions, the Organization has not demonstrated facts to show how much work was performed by the Machinists and that such work was not incidental. Without such a factual showing, we cannot sustain this claim.

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 30th day of June 2003.