

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 31301
Docket No. MW-30949
95-3-92-3-863

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(Terminal Railroad Association of St. Louis

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier assigned B&B Mechanic S.L. Wolf to work with a pipefitter to perform pipefitter's work (repaired switch heaters and a furnace) at various locations in Madison, Illinois beginning September 31 [sic] through October 4, 1991 and then failed and refused to compensate him at the pipefitter's rate of pay. (System File 1991-15/013-293-16).
- (2) As a consequence of the violation referred to in Part (1) above, Claimant S.L. Wolf shall be allowed the difference between what he was paid and the rate of pay of a pipefitter for his performance of that class of work during the period involved here."

FINDINGS:

The Third 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.

At the outset, it is noted that both Parties have raised objections to evidence offered de novo by the other Party in its submission to the Board. The Board will not consider such material in its consideration of the instance case.

This dispute arose when Carrier assigned Claimant to assist in the repair of a furnace and switch heaters in and around Carrier's Madison Yard September 30 through October 4, 1991. In the course of that assignment, Claimant, who held seniority as a Bridge and Building (B&B) Mechanic, was directed to work with a Sheet Metal Worker. The Organization filed a claim on November 9, 1991, in which it sought payment for Claimant of the difference between his B&B Mechanic's pay and the higher Sheet Metal Worker's rate of pay, for the five days he worked with the Sheet Metal Worker. Carrier denied the claim, and it was subsequently processed in the usual manner up to and including conference on the property, after which it remained unresolved.

At the crux of this issue is whether, during the period in question, Claimant actually performed Sheet Metal Worker tasks. It is the position of the Organization that Claimant performed pipefitter work. The class of pipefitter is not within the B&B Sub-department, and employees working in that class are paid a higher rate of pay than B&B Mechanics.

Carrier denies that Claimant actually performed pipefitter work. Rather, Carrier asserts that Claimant did not repair the furnace and switch heaters, but merely assisted the Sheet Metal Worker who actually repaired them. In that context he performed only those tasks traditionally performed by B&B Mechanics, such as welding.

The only evidence on this record concerning what work Claimant actually performed on the dates in question is a letter from Claimant himself stating that he "helped design and build the switch heaters and shield being used on this job." There is no other documentation to establish that, in the course of "helping", Claimant performed other than traditional B&B tasks. In the absence of such prima facie evidence, the Board has no basis for sustaining the instant Claim.

AWARD

Claim denied.

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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 Third Division

Dated at Chicago, Illinois, this 19th day of January 1996.