

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25181
Docket Number MW-25201

Edward L. Suntrup, Referee

(Brotherhood of Maintenance of Way Employees

PARTIES TO DISPUTE: (

(The Chesapeake and Ohio Railway Company

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

(1) The Carrier violated the Agreement when it assigned Car Department employees to prepare and clean window frames for installation of new window panes at the Raceland Shops on February 8, 1982 (System File C-TC-1338/MG-3467).

(2) Because of the aforesaid violation each member of B&B Force 1407 employed on February 8, 1982 shall each be allowed an equal proportionate share of the sixteen (16) man-hours expended by Car Department employees in performing the work referred to in Part (1) hereof.

OPINION OF BOARD: This is a pay claim filed by the Organization on February 17, 1982. The claim alleges that work belonging to B&B Force 1407 was performed by Car Shop employees at the paint shop in the Car Shops, Raceland, Kentucky on February 8, 1982. The claim alleges that the Car Shop employees worked for sixteen (16) hours "breaking out glass and cleaning frames at the paint shop from 7:00 am to 3:30 pm" on the day in question.

It is the responsibility of the Organization, as moving party in the instant dispute, to show cause that the work performed by the Carmen belongs to B&B Forces. There is no dispute on the property that both the preparation for window installation and the installation of windows themselves at the Raceland Shop is work, by past practice which falls under the Scope of the current Agreement of B&B Forces. Resolution of the instant dispute centers, however, on whether the work the Carmen actually performed on February 8, 1982 could be classified as "preparation for window installation". The position of the Carrier is that "there is no evidence that the window frames have been cleaned. The Car Shop personnel felt the broken glass remaining in the window frames presented a safety hazard and assigned (only) the removal of glass to two Carmen, not (the) cleaning of window frames (to the same Carmen)." The Claimants appear to basically agree with this position. In his letter to the Carrier dated April 26, 1982 the Local Chairman of the Organization states that "we feel if it was necessary to remove all glass from the windows for (s)afety reasons or otherwise the work still comes under the MofW Agreement..." (emphasis added). The Board can find nothing in the record with respect to the current Agreement, or past practice, which does not allow the Carrier to use Carmen forces to have glass removed from windows on this property for safety reasons. Nor was it ever disputed on property by the Organization that the Carrier assigned the Carmen to remove the glass for safety reasons. The record does not support that the Carrier assigned the Carmen, in the instant case, to do anything else. A search of the record fails to produce evidence that the Carmen cleaned the window frames in question or prepared them in any other way for the installation of new glass. For lack of substantial evidence the instant claim must be denied.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Defer - Executive Secretary

Dated at Chicago, Illinois, this 14th day of December 1984.