

Award No. 2862

Docket No. 2751

2-C&O-SM-'58

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee D. Emmett Ferguson when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 41, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Sheet Metal Workers)**

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the assignment of other than Sheet Metal Workers to perform the work of renewing air pipeline hose on Diesel Locomotives is not authorized by the current agreement.

2. That accordingly the Carrier be ordered to compensate Sheet Metal Worker T. C. Vaughan in the amount of four hours' pay at the prevailing rate.

EMPLOYEES' STATEMENT OF FACTS: The Chesapeake and Ohio Railway Company hereinafter referred to as the carrier, maintains and operates a locomotive repair shop at Old Point Junction (Newport News) Virginia.

Mr. T. C. Vaughan, hereinafter referred to as the claimant, is regularly employed by the carrier as a sheet metal worker at Old Point Junction on the first shift 7:00 A.M. to 3:00 P.M. There are no sheet metal workers employed on the second and third shifts.

Diesel locomotive unit No. 4028 arrived at Old Point Junction (Newport News) Virginia around 9:00 P.M. on May 23, 1956 and was scheduled to depart at 9:15 A.M., May 24, 1956. During the course of inspecting the unit on the second shift, a damaged signal pipeline hose was discovered. Machinist McCandlish made the necessary repairs by removing the damaged hose and replacing with a new one.

This dispute has been handled with all carrier officials designated to handle such disputes including the highest designated officer, with the result that they have all declined to make satisfactory settlement. The agreement effective July 1, 1921, as subsequently amended is controlling.

2. The work has never been recognized as belonging exclusively to sheet metal workers and has in the past been performed by employes of other crafts as an incidental part of their duties.

3. That claimant has not been deprived of any service to which entitled and the claim for call is not justified.

Carrier submits that the claim should be denied in its entirety.

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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.

The parties to said dispute were given due notice of hearing thereon.

While Diesel Unit No. 4028 was at Newport News it was inspected during the second shift at which time there was no sheet metal worker on duty. It was found that there was a "damaged signal pipeline hose." A machinist removed the damaged hose and replaced it with a new one.

Claim is now advanced for four hours' pay for the sheet metal worker who was not called to do the work, on the basis that rule 126 has been violated. It reads in part as follows:

"Rule 126 (a) Sheet metal workers work shall consist of . . . pipefitting . . . on . . . engines of all kinds . . . bending, fitting, cutting, threading, brazing, connecting and disconnecting of air, water, gas, oil and steampipes . . .

(b) In running repairs, other mechanics than sheet metal workers may . . . connect and disconnect pipes, where no repairs are necessary to the . . . pipes in question."

This division finds that although there was "a damaged signal pipeline hose," that the replacement of it with a good one was "running repairs" to the locomotive rather than "repairs . . . necessary to the pipes in question."

AWARD

Claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of May, 1958.