

The Second Division consisted of the regular members and in addition Referee Robert M. O'Brien when award was rendered.

(Sheet Metal Workers' International Association
(A.F.L. - C.I.O.
Parties to Dispute: (
(Seaboard Coast Line Railroad Company

Dispute: Claim of Employees:

1. February 13, 1980, third shift enginehouse Foreman L. H. Freeland instructed Machinist Ivey to couple all air hoses and open all valves, when unit 953 was coupled to train 721 within West Jacksonville Yard.

2. The coupling of air (pipes) hoses rightfully belongs to Sheet Metal Workers by Agreement at Carrier's West Jacksonville Shop and Yards.

3. That Sheet Metal Worker L. G. Head be paid four (4) hours at time and one-half rate of pay.

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 employes 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.

The Claimant is a Sheet Metal Worker employed at Carrier's Jacksonville Shops and Yards, i.e. Moncrief and West Jacksonville. According to the Employes, on February 13, 1980, third shift Enginehouse Foreman L. H. Freeland instructed a Machinist to couple all air hoses and open all valves when Unit 953 was coupled to Train 721 within West Jacksonville Yard. The Employes contend that the task of coupling and uncoupling air hoses between diesel locomotives has been reserved exclusively to Sheet Metal Workers employed at West Jacksonville. Rule 85, the Sheet Metal Workers' Classification of Work Rule; and Rule 26(a) of the current Agreement reserve this work to its Craft, the Employes assert. Moreover, the Employes submit that local officials of the Carrier at West Jacksonville paid many claims submitted by Sheet Metal Workers when other employes were instructed to couple and uncouple air hoses between diesel locomotives. The Employes additionally aver that the Carrier's prior Shop Superintendent at West Jacksonville orally assured them that Sheet Metal Workers would be sent to Moncrief Yard when it was necessary to couple and uncouple air hoses. The Employes stress that Carrier's new Shop Superintendent at West Jacksonville disregarded the longstanding past practice as well as the local understanding when he assigned work exclusively reserved to Sheet Metal Workers to the Machinist Craft.

It is the Carrier's position that neither Rule 85, nor any other rule on this property, exclusively reserves the work of coupling and uncoupling air hoses between diesel locomotives to the Sheet Metal Workers' Craft of employees. Indeed, according to the Carrier, this function has been performed by a number of Crafts, including hostlers and hostler helpers; laborers; and machinists. The Carrier recognizes that claims submitted by Sheet Metal Workers at West Jacksonville have, in fact, been allowed. However, those claims were paid when it was determined that hostlers not only coupled and/or uncoupled air hoses, but also repaired them. Moreover, the Carrier insists that since 1978 it has denied many claims similar to the one at hand yet the Employees never appealed those claims further. In the Carrier's opinion, the Employees thereby accepted its position regarding performance of the work now being claimed by them.

It is instructive to note that in Award No. 10159, this Division addressed a claim remarkably similar to the one before us now. In Award No. 10159, the Sheet Metal Workers argued that a Hostler and a Hostler Helper impermissibly connected and disconnected air hoses between diesel units in locomotive consists at Moncreif Yard. The Division found that this work was not reserved exclusively to Sheet Metal Workers either by Rule 85, their Classification of Work Rule, or by custom or practice. The Division recognized that Sheet Metal Workers occasionally performed the disputed work, but concluded that they did not do so exclusively. It is manifestly clear to this Division that there is no material distinction between the claim resolved in Award No. 10159, and the claim now before us. The relevant facts, the work location, the pertinent contractual provisions, and the respective positions of both the Employee and the Carrier are virtually identical. Award No. 10159 was not palpably erroneous, in our professed opinion. Consequently, the findings there are equally applicable to the dispute before us.

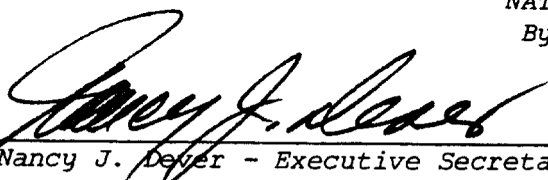
Since Sheet Metal Workers are not exclusively reserved the work of coupling and uncoupling air hoses between diesel units in West Jacksonville, it was not improper for the Carrier to assign this work to a Machinist. The claim must be denied as a result.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 8th day of May 1985.