

Award No. 2826
Docket No. 2691
2-C&O-SM-'58

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Livingston Smith when the award was rendered.

PARTIES TO DISPUTE:

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

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier improperly assigned the work of removing and applying pipe fittings and flexible pipe connectors on Diesel Locomotive, and the work of connecting those pipe lines and necessary preparatory work therewith in connection with assembling a three unit multiple Diesel Locomotive to other than Sheet Metal Workers, thereby damaging Sheet Metal Worker W. G. Tabor.

2. That, accordingly, the Carrier be ordered to compensate Sheet Metal Worker W. G. Tabor in the amount of four (4) hours at the pro rata hourly rate.

EMPLOYEES' STATEMENT OF FACTS: Mr. W. G. Tabor, hereinafter referred to as the claimant, is employed as a sheet metal worker, by the Chesapeake and Ohio Railway Company, hereinafter referred to as the carrier, at Handley, West Virginia, where the carrier maintains a locomotive repair shop. Claimant is carried on the sheet metal workers' seniority roster, copy submitted herewith and identified as Exhibit A, date of October 13, 1922, with right to work at Handley, West Virginia, being regularly assigned to the 7:00 A.M. to 3:00 P.M. shift, Monday through Friday, with Saturday and Sunday as rest days.

On the third shift, April 18, 1956, carrier elected to combine three diesel units into one operational locomotive to be operated by one engine crew. These units were numbered 5998, 5982 and 5931. In attempting to combine these units it was found that the six flexible pipe connectors on unit 5931 were attached to the wrong side of the unit. Carrier elected to assign other than sheet metal workers to the work of changing these flexible pipe connectors from one side of the unit to the other side and other necessary work in connection with properly connecting pipe lines on the three units to insure proper operation of the three unit locomotives from one control point.

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 the dispute were given due notice of hearing thereon.

This claim is brought in behalf of Sheet Metal Worker W. G. Tabor, seeking reparations to the extent of four (4) hours' pay, pro rata rate. The claim is premised on the ground that Rule 126 of the effective agreement was violated when the carrier assigned and/or permitted certain work to be performed by others than those covered by the effective agreement.

The work in question is described as:

"Removing and applying six flexible pipe connectors, removing and applying six pipe line connectors, removing and applying six pipe line plugs, opening and closing approximately twenty-four pipe line valves, making twelve pipe line connections and making necessary checks and tests to insure proper hook-up alignment."

Briefly, the purpose to be achieved was the unification of three (3) Diesel units into one (1) operational locomotive. In this connection hose or "pipe connections" were required to be placed or connected on the same side of each unit.

Rule 126 is a Classification of Work Rule. It provides in paragraph (a) thereof that:

"Sheet Metal Workers' work shall consist of * * * connecting, and disconnecting of air, gas, oil and steam pipes * * *."

In paragraph (b) thereof it provides:

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

We are of the opinion that the above quoted provisions of paragraph (b) of Rule 126 are in effect qualifications or limitations upon the broader scope of paragraph (a) thereof.

By virtue of these qualifications the work complained of may be performed by others than sheet metal workers in those instances where no repairs are necessary to the "pipes in question."

No repairs were performed in this instance so therefore we conclude that the effective agreement was not violated when the machinist inspector performed the service complained of.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 14th day of April, 1958.