

Award No. 4778

Docket No. 4684

2-SOU-SM-'65

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 21, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Sheet Metal Workers)**

SOUTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier improperly assigned employee of the Carmen Craft to assist Sheet Metal Worker in the changing out of overhead water tank in Office Car 10.

2. That accordingly the Carrier be ordered to compensate Sheet Metal Worker J. H. Taylor four (4) hours' pay at time and one-half rate of pay for work performed on February 28, 1963 and for Sheet Metal Worker W. L. Perry six (6) hours' pay at time and one-half rate of pay for work performed on March 1, 1963, the actual number of hours carman was assigned to work.

EMPLOYEES' STATEMENT OF FACTS: On February 28, 1963 Diesel Shop Manager J. C. Waddell assigned Sheet Metal Worker V. D. Townsend to report to Foreman C. H. Cawood for the purpose of changing out overhead water tank in Office Car 10. Mr. Townsend advised Mr. Waddell the work was of such nature he would need help. Upon reporting to Foreman Cawood and being assigned to remove the water tank, he also advised Mr. Cawood he would need assistance. Foreman Cawood assigned Carman G. R. Barrow to assist him. Carman Barrow assisted in removing and installing the water tank, a total of four (4) hours on February 28th and a total of six (6) hours on March 1, 1963. As further proof, attached statement of Carman G. R. Barrow as Exhibit A.

This dispute has been handled with all officers of the carrier designated to handle such disputes, including carrier's highest designated officer, all of whom have declined to make satisfactory adjustment.

The agreement effective March 1, 1926 as subsequently revised and amended, is controlling.

in the car. He consumed approximately 2 hours holding the hot water tank while Pipefitter Townsend disconnected the piping and support brackets, removing the old tank from the car, carrying new tank to the car, holding the new tank in place while Pipefitter Townsend connected the support brackets and piping, and removing an old stove canopy and applying a new stove canopy in the kitchen of Office Car No. 10. Carman Barrow did **not** use any pipe wrenches or tools on the two dates involved, nor did he perform any work which employes of the sheet metal workers' class or craft had a right to perform. As shown herein, Pipefitter Townsend performed all work in connection with the installation which employes of the sheet metal workers' class or craft have a contract right to perform. Pipefitter Townsend consumed a total of approximately 8 hours on the two dates involved and during such period removed the old lavatory and installed a new lavatory on RPA Car 4072 at the station in addition to the work performed in Office Car No. 10.

There is clearly not any basis for the claim which the Association is here attempting to assert. It cannot prove that employes of the sheet metal workers' class or craft have historically performed all common labor incidental to sheet metal or pipe work throughout the years, nor can it prove that under the effective agreement sheet metal workers have been granted the right to the performance of such common labor. Carman Barrow did **not** perform any work on February 28 and March 1, 1963, which has been contracted to employes of the sheet metal workers' class or craft. Contrary to the allegation advanced by the association, all work which employes of the sheet metal workers' class or craft had a contract right to perform in connection with removal of the old hot water tank and installation of the new hot water tank on Office Car 10 was performed by Pipefitter Townsend.

Claimant J. H. Taylor worked his regular 11 P.M. to 7 A.M. shift on February 28, 1963, and Claimant W. L. Perry worked his regular 3 P.M. to 11 P.M. shift on March 1, 1963. Neither Claimant Taylor nor Claimant Perry was adversely affected on the dates on which unearned compensation is claimed in their behalf. Furthermore, the effective agreement does **not** contain any provision which supports the demand here made by the Association that claimants be additionally compensated for work **not** performed.

Claim being completely without basis and unsupported by the effective agreement, the board cannot do other than make a denial award.

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.

Parties to said dispute were given due notice of hearing thereon.

The issue in this dispute is whether the Carrier improperly assigned work belonging to the Sheet Metal Workers' craft to an employe of another craft. It is shown that Carman Barrow was instructed by Foreman Cawood

to assist Pipefitter Townsend in replacing overhead hot water tank in the ceiling of the kitchen in Office Car No. 10.

This Division in its recent Awards 4651 and 4652, involving disputes very similar in principle to the instant dispute, held that the Carrier did violate the agreement when it assigned two employes of different crafts to work together as long as other employes of the class to which the work belonged were employed at this location.

We see no reason to depart from our previous holdings in Awards 4651 and 4652.

AWARD

Claim 1 sustained.

Claim 2 sustained at the pro rata rate of pay.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 15th day of October, 1965.