

The Second Division consisted of the regular members and in addition Referee George S. Roukis when award was rendered.

Parties to Dispute: ( Sheet Metal Workers' International Association  
(  
( Seaboard Coast Line Railroad Company

Dispute: Claim of Employees:

1. On October 15, 1979, at Seaboard Coast Line Railroad Shop and Yards (enginehouse), Waycross, Georgia, the foreman assigned Hostlers and Hostler Helpers to disconnect air hose between diesel locomotives. Work which Sheet Metal Workers had performed for years.
2. Claim being a continuous claim in behalf of Sheet Metal Workers J. W. Smith, E. F. Dixon, Troy Davis, C. M. Windham, S. P. Cribb, C. L. Trouman, Gerald Hart, J. L. Baskin, Harry Killens, W. B. West, and Dwight Herrin for eight (8) hours at time and one-half rate for each shift worked until claim is settled. To be divided equal between claimants.

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 Organization contends that Carrier violated the Controlling Agreement, particularly Rules 85 and 26(a) when employes other than Sheet Metal Workers were assigned to disconnect air hoses between locomotives at the new enginehouse situs located at Waycross, Georgia. It asserts that this work has been traditionally performed by Sheet Metal Workers at the old enginehouse facility located within Waycross Yards, and avers that it was an usurpation of their duties when Hostlers disconnected the air hoses. The Organization asserts that contrary to Carrier's position that the work was performed under different conditions, locomotives are disconnected on the West end of both engine houses with the derailer at the West end of the inbound locomotives. It maintains that the statements of Sheet Metal Workers, other employes and the Local Chairman of the United Transportation Union clearly attest that the work was performed by Sheet Metal Workers.

Carrier contends that the work of disconnecting air hoses on diesel locomotives at the old enginehouse was work incidental to the performance of Sheet Metal Workers duties, such as isolating a unit for testing and inspection or replacing a defective hose. It asserts that at the new enginehouse or service center, it is no longer necessary for Sheet Metal Workers to go outside the shop building to begin their work because the diesel units are fueled, watered and sanded inside the new facility. It avers that unlike the task conditions that prevailed at the old enginehouse when the aforesaid servicing was performed outside the shop facility, servicing is now performed inside the new facility, thus obviating the need for routine checks and inspection. It maintains that it is not restricted by any Agreement Rule or system wide past practice from assigning this work to the Hostlers and argues that the United Transportation Union's (UTU) Agreement which covers the Hostlers and Hostler Helpers permits employes of this class to couple and uncouple air hoses on diesel locomotives.

The United Transportation Union (UTU) as an interested third party and representing the Hostlers and Hostler Helpers noted that Article 48(f) 2(2) and 3 provides that Hostlers and Hostler Helpers may be required to couple or uncouple air hoses between diesel units. It observed that the footnote to this provision qualifies this assignment as permissive in nature and not intended to supplant or otherwise infringe upon the contractual rights or obligations of any other craft or class. It affirmed that the work has historically been performed at Waycross by the Sheet Metal Workers and indicated that it was not contesting this assignment.

In our review of this case, we concur with the Organization's position that the work of connecting and disconnecting locomotive diesels belongs to the Sheet Metal Workers at Waycross, Georgia. The work performed was incidental to the Sheet Metal Workers primary duties in the shop or service center and were recognized as such when the work was performed at the old enginehouse. While Carrier has argued that the work was performed in the transportation yard outside the new service center, we find this argument a distinction without a difference. The work was performed contiguous to the new enginehouse, but its proximate relationship to the main function, namely, the maintenance and repair of the diesel locomotives, is a significant pivotal consideration. We recognize, of course, that other crafts and employe organization labor contracts contain provisions permitting covered employes to couple and uncouple air hoses, but the application of those provisions are conditioned upon the incidental relationship of the work to the type of work generally recognized as that craft or class work. In the instant case and under the situational circumstances present at Waycross, Georgia connecting and disconnecting of the air hoses was work generally considered as Sheet Metal Workers work. This was not contested by the United Transportation Union; it was, in fact, confirmed by this potential competitor.

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Award No. 10049  
Docket No. 9292-T  
2-SCL-SM-'84

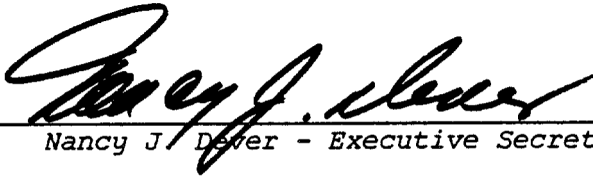
On the other hand, we agree with Carrier that it would be imprudent to award aggregated monetary damages since the claim lacks the specificity needed to determine the proper amount of monetary relief. We have no precise indication as to the exact dates and time the work was performed, and we cannot interpolate an estimated amount.

A W A R D

Claim sustained to the extent expressed herein.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 29th day of August 1984.