

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 December 9, 1979, second shift engine house Foreman Bishop instructed Hostlers Womack and Vonsegren to disconnect 4 air (pipe) hoses and close 8 valves on train #140 at Moncrief Shop, Jacksonville, Florida.
2. The disconnecting air (pipe) hoses by Hostlers violated Rules 26(a), 84 & 85 of Current Working Agreement, also letter of Understanding dated December 20, 1967.
3. That Sheet Metal Worker M. M. Moody 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 Organization contends that Carrier violated the Controlling Agreement, particularly Rules 85 and 26(a) when 2 Hostlers were used to disconnect 4 air hoses and close 8 valves on Train #140 at Moncrief Shop, Jacksonville, Florida. The asserted violation occurred on December 9, 1979. It argues that the work of connecting and disconnecting hoses on diesel locomotives has traditionally been performed by Sheet Metal Workers at the Moncrief situs and avers that Carrier also violated the August 10, 1975 understanding that recognized the propriety of craft work at the Moncrief Shop. It maintains that on or about August 10, 1975 when Carrier decided to move Sheet Metal Workers, Machinists and Electricians from Moncrief to West Jacksonville, it was understood that employes of the respective crafts would be sent to Moncrief to perform work customarily performed by that craft at that location. More pointedly, it argues that Carrier paid similar type claims in the past when employes other than Sheet Metal Workers connected or disconnected air hoses.

Carrier contends that the work of disconnecting air hoses and closing valves does not accrue exclusively to any one craft. It asserts that the agreements of other crafts including the United Transportation Union (UTU) contain provisions permitting employes of that craft to couple and uncouple air hoses between diesel units and argues that the work was incidental to the Hostler's work. It avers that Moncrief Yard has not been a locomotive repair facility since 1975 when the repair facility, the assigned Sheet Metal Workers and the other crafts were transferred to the West Jacksonville Shop and thus the primary work of repairing locomotives was moved elsewhere. It recognized that other claims were paid at Moncrief following the move to West Jacksonville but argues that the work was performed incidental to repair work needed at that time. It asserts that the work performed by the Hostlers on December 9, 1979 was not related or incidental to repairs, but instead was incidental to the fueling, watering and sanding of the five units of Train #140 which was Hostler's work.

The United Transportation Union (UTU) as an interested third party submitted a response to the National Railroad Adjustment Board wherein it acknowledged that Article 48(f) 2(2) and (3) of the UTU Agreement does not extend exclusivity to Hostlers and Hostler Helpers to couple and uncouple air hoses on locomotives. It did note that the work has been performed at Jacksonville by the Sheet Metal Workers, but recognized that employes working under the UTU-E Agreement may be required to perform this type of work without additional compensation under the specific circumstances "outlined" at Jacksonville.

In our review of this case, we concur with Carrier's position. While the Organization has argued that Carrier has paid similar claims in the past, we believe such claims were paid for work that was performed incidental to the emergency repair and maintenance of diesel units at Moncrief. Moreover, the record indicates that the Organization did not always progress claims of a similar nature. Since Moncrief was no longer a repair facility and Sheet Metal Workers were moved to West Jacksonville with the explicit understanding that work previously performed at Moncrief would be assigned to Sheet Metal Workers when such work was required, it is not unreasonable to assume that the parties contemplated the traditional repair work originally performed at Moncrief. Otherwise, it would be meaningless and counterproductive to transfer Sheet Metal Workers to Jacksonville. The disputed work in this instance is neither exclusive to the petitioning craft nor incidental under the circumstances of its performance herein to repair work. For these reasons we will deny the claim.

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 29th day of August 1984.