

NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISIONAward No. 12664  
Docket No. 12520  
94-2-92-2-49

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division TCU  
(Norfolk Southern Railway Company (former  
(Southern Railway Company)

STATEMENT OF CLAIM:

- "1. That the Norfolk Southern Railroad Company and/or its corporate parent, the Norfolk Southern Corporation, violated the terms and conditions of the current Agreement on February 8, 13, 14, 15, 16 and 17, 1991 when R. G. 'Joe' Hughes of R&H Enterprises was assigned to disassemble, clean, inspect, rebuild and test forty (40) pneumatic cylinders at Coster Shops, Knoxville, Tennessee.
2. That accordingly, the Norfolk Southern Railroad Company and/or its parent, the Norfolk Southern Corporation, be ordered to provide the following relief: that Carman M. E. Chambers be paid for seventy (70) hours, the time required for the above repairs, which were made on the first shift, at the overtime rate of time and one-half."

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 waived right of appearance at hearing thereon.

The Organization argues that work of its Craft was subcontracted when Carrier had an employe of R&H Enterprises replace piston seals on 40 pneumatic cylinders, during February 1991. Carrier maintains that it secured a number of pneumatic dump

cylinders from R&H Enterprises, that were installed in Quick Dump Coal Hopper Cars. After the installation, it was discovered that a number of the piston seals of the remanufactured cylinders were defective, causing leaks. The defective cars were returned to the shop where the leaking cylinders were removed. As the cylinders had been warranted by R&H Enterprises, an employee of that vendor replaced the defective seals under warranty. The repaired cylinders were then reapplied to the cars by Carmen.

The Organization has not established in this record that the work performed by the employee of R&H Enterprises was not done under warranty, without cost to the Carrier. Accordingly, it has not established that work it was entitled to perform was subcontracted. The claim is without merit. It will be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Catherine Loughrin  
Catherine Loughrin - Interim Secretary to the Board

Dated at Chicago, Illinois, this 16th day of February 1994.