

Award No. 1104

Docket No. 1033

2-D&H-BM-'45

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 35, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (BOILERMAKERS)**

THE DELAWARE AND HUDSON RAILROAD CORPORATION

Dispute: Claim of Employees:

1. That at Colonie, New York, the carrier violated the controlling agreement, particularly Rules 47, 49, and 21 (a), when employes of the carmen's craft were assigned to convert a locomotive tender tank into a fire fighting tank beginning on July 28 and ending on August 31, 1944.

2. That under the controlling agreement, particularly Rule 8 (b), the carrier be ordered to equally divide at the applicable time and one-half rate the time worked by the carmen's craft at work of the boilermakers' craft during the aforesaid period among—

- (a) Second shift Boilermaker Welders R. Owens, C. Robinson and F. Hart, fifty-eight (58) hours at welding.
- (b) Second shift Boilermakers W. Weaver, K. Lloyd, P. Lose, J. Lanza, W. Sterg and G. Steve, fourteen (14) hours, at boilermakers' work.
- (c) Second shift Boilermaker Helpers D. Port, J. Boyle, E. Conklin, J. Krapanis, R. Van Bramen and E. Sunkee, six (6) hours, at boilermaker helpers' rate.

EMPLOYEES' STATEMENT OF FACTS: At Colonie, New York, the carrier maintains a car department force and a back shop boiler department force. The regularly assigned hours of the first shift are from 8:00 A. M. to 4:20 P. M., and the regularly assigned hours of the night shift of boilermakers and helpers are from 7:30 P. M. to 5:30 A. M.

During the period of July 28 to August 31, 1944, the carrier assigned carmen welders, carmen and carmen helpers to convert locomotive tank No. 1078 into a fire fighting tank apparatus to be used by the wrecking crews to combat fires, and it was agreed between the management and the committee that these employes worked on the tank at the work in question 58 welding hours, 14 other mechanical hours and 6 helper hours or a total of 78 hours.

This work consisted of completely enclosing the tank coal space with tank steel; closing the front end of the tank from the deck to the top of the tool boxes; relocating the ladders, applying patches to tool box doors and supporting the inside enclosures with $\frac{3}{8}$ " welded braces. All of the sheet steel applied were of $\frac{1}{4}$ " tank steel. All seams and patches were welded and the tank was preserved in a water tight condition to be used for the purpose of fighting fires whenever the occasion arose to do so.

as were all other employes in such classifications. We should like to point out that the conversion of this tender was not an emergency job and the work was done during regular shop hours when conditions permitted.

It is particularly desired to stress the point that for the past 20 years it has been the practice on this railroad to convert discarded locomotive tenders into water and fuel cars for wrecking outfits and also for boarding car outfits occupied by employes of the maintenance of way and signal departments. The work of converting such tenders into this class of work service equipment has always been performed on this property by carmen without exception as it has always been considered and recognized as carmen's work. The carrier has been informed by representatives of the organizations concerned that by agreement in 1920, the boilermakers relinquished to carmen all work in connection with building and repairing steel freight cars. It is further desired to point out that the water compartment of the tender was left intact in converting tender to water and fuel car use in connection with wreck train and fire fighting equipment. The work performed had nothing to do with tanks as set out in boilermakers' classification of work rules, and carrier respectfully requests claim be denied.

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 meanings 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 said dispute were given due notice of hearing thereon.

Rule 47 of the Boilermakers' Special Rules reads:

"Boilermakers' work shall consist of laying out, cutting apart, building or repairing boilers, tanks and drums, * * *."

The building and repairing of tanks, including the tank portion of a tender converted into a water and fuel car for work service equipment, is obviously intended to be boilermakers' work.

In view of all the circumstances surrounding the instant case prior to the inception of this dispute, the claim for compensation cannot be sustained.

AWARD

Claim sustained to the extent indicated in the above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 13th day of December, 1945.