

Award No. 2825

Docket No. 2690

2-SOU-SM-'58

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Livingston Smith when award was rendered.

PARTIES TO DISPUTE:

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

SOUTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement, the Carrier improperly assigned other than its Sheet Metal Workers to perform Sheet Metal Workers' work on Office Car No. 2, at Hayne Car Shop, Spartanburg, South Carolina, on May 10, 1956.

2. That accordingly the Carrier be ordered to additionally compensate Sheet Metal Worker M. V. Blackwell for a five (5) hours' call at rate in effect on May 10, 1956.

EMPLOYEES' STATEMENT OF FACTS: The Southern Railway System, hereinafter referred to as the carrier, operates a passenger car shop at Spartanburg, South Carolina known as Hayne Car Shop. There are sheet metal workers regularly employed in the Hayne Car Shop.

Sheet Metal Worker M. V. Blackwell, hereinafter referred to as the claimant, was regularly employed by the carrier in the Hayne Car Shop as a sheet metal worker at the time this claim was instituted.

May 10, 1956 was a legal holiday, Decoration Day, in the state of South Carolina, and was so observed by the shop craft employees, employed at the Hayne Car Shop.

Office Car No. 2 arrived in Spartanburg on May 9, 1956, and the carrier decided to make certain repairs to the trucks of the car while it was in Spartanburg. The car was placed in the Hayne Car Shop and the repairs made on May 10, 1956. The car departed from Spartanburg on May 11, 1956.

Since May 10, 1956 was a holiday and no employees were working, carmen were called under Rule 7 to make the repairs. The trucks were re-

pipes when no repairs are necessary to the pipes in question. All the carman did was disconnect the pipe. No repairs were necessary to the pipes, and none were made. A sheet metal worker was **not** available within the meaning of the rule, May 10 being a holiday and there were no sheet metal workers on duty at Hayne Car Shop that day.

The last paragraph of Rule 123 was specifically designed to cover situations such as here involved, and prosecution of the instant claim is nothing more than an attempt by the association to obtain an award having the effect of nullifying application of the agreed to rule. The Board should decline to be a party to any such action.

Claim being unsupported by the 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.

The parties to said dispute were given due notice of hearing thereon.

The confronting claim is brought in behalf of one M. V. Blackwell for a call on account of not being called to perform work coming within the scope of the sheet metal workers' agreement and the classification of work rule contained therein. The work in question was performed by carmen on Thursday, May 10, 1956, such date being a legal holiday and not a scheduled work day for any of the shop crafts at the point in question.

The work with which we are here concerned had to do with the disconnecting of the air line to the brake cylinder of the trucks of the kitchen end of an office car.

The organization asserts that the work in question is that which is normally performed by the sheet metal craft during the regular work week of such craft and that Rule 123 specifically allocates all work of this type where passenger cars are involved to the sheet metal workers' craft. It is further asserted that the carrier's construction of the last paragraph of Rule 123 was never intended to cover major repair shops but was only intended to apply at outlying points.

We cannot agree with the organization's assertion that the last paragraph of Rule 123 is not applicable here and does not properly cover the situation with which we are here confronted. The date in question was not a regularly scheduled work day for either carmen or sheet metal workers. The rule specifically provides that mechanics, other than sheet metal workers, may perform the work in those instances where no repairs are necessary to pipes. No repairs were performed in this instance so therefore we conclude that the effective agreement was not violated when carmen were permitted to perform same.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 14th day of April, 1958.

DISSENT OF LABOR MEMBERS TO AWARD NO. 2825

The majority states:

"The work with which we are here concerned had to do with the disconnecting of the air line to the brake cylinder on the trucks of the kitchen end of an office car.

We cannot agree with the organization's assertion that the last paragraph of Rule 123 is not applicable here and does not properly cover the situation with which we are here confronted. The date in question was not a regularly scheduled work day for either carmen or sheet metal workers."

This erroneous conclusion of the majority is contrary to the language and intent of agreement Rules 31 and 123.

The record discloses that on Wednesday, May 9, 1956, the carrier shopped Office Car No. 2 in the passenger car section of Hayne Car Shop, the largest car shop on the system, located at Spartansburg, South Carolina where a force of sheet metal workers are employed. On Thursday, May 10, 1956, a legal holiday in South Carolina, on which no shop forces were scheduled to work at Hayne Car Shop, **which is not a running repair point**, the carrier called out carmen to remove the trucks from the kitchen end but failed to call a sheet metal worker to disconnect the air line to the brake cylinders on the trucks, assigning this work to the carmen in violation of rules of the current agreement. Rule 123 provides:

"Sheet Metal Workers work shall consist of . . . pipefitting . . . on passenger coaches and engines of all kinds . . . the bending, fitting, cutting, threading, brazing, connecting and disconnecting of **air, water, gas, oil and steam pipes** . . ."

The carrier relies on the last paragraph of Rule 123 to sustain their agreement violation in the instant dispute:

"In **running repairs**, other mechanics than sheet metal workers may, if sheet metal workers are not available, connect and disconnect pipes when no repairs are necessary to the pipes in question."

This quoted portion of Rule 123 is not applicable to the instant dispute. This was not running repair work, the sheet metal workers were ready and

available for call in the same manner as the carmen were and should have been called to perform their work. On May 11, 1956 the sheet metal workers were assigned to reinstall the air lines to the brake cylinders of Office Car No. 2 in the same manner that they have always performed their work on passenger coaches.

For the above reasons we dissent.

R. W. Blake

C. E. Goodlin

T. E. Losey

E. W. Wiesner

James B. Zink