

Award No. 2827
Docket No. 2692
2-C&O-SM-'58

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 41, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Sheet Metal Workers)**

**THE CHESAPEAKE AND OHIO RAILWAY COMPANY
(Southern Region and Hocking Division)**

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier improperly assigned the work of removing and applying pipe fittings and flexible pipe connectors on Diesel Locomotive, and the work of connecting those pipe lines and necessary preparatory work therewith in connection with assembling a three unit multiple Diesel Locomotive to other than Sheet Metal Workers, thereby damaging Sheet Metal Worker W. G. Tabor.

2. That, accordingly, the Carrier be order to compensate Sheet Metal Worker W. G. Tabor in the amount of four (4) hours at the pro rata hourly rate.

EMPLOYEES' STATEMENT OF FACTS: Mr. W. G. Tabor, hereinafter referred to as the claimant, is employed as a sheet metal worker, by the Chesapeake and Ohio Railway Company, hereinafter referred to as the carrier, at Handley, West Virginia, where the carrier maintains a locomotive repair shop. Claimant is carried on the sheet metal workers' seniority roster, copy submitted herewith and identified as Exhibit A, date of October 13, 1922, with right to work at Handley, West Virginia, being regularly assigned to the 7:00 A.M. to 3:00 P.M. shift, Monday through Friday, with Saturday and Sunday as rest days.

On the third shift, April 26, 1956, carrier elected to combine three diesel units into one operational locomotive to be operated by one engine crew. These units were numbered 7065, 7073 and 7527. In attempting to combine these units it was found that the six flexible pipe connectors on one unit were attached to the wrong side of the unit. Carrier elected to assign other than

2 — No repairs were made or required.

3 — The connecting and disconnecting of pipe on running repair when no repairs are necessary is specifically excepted from sheet metal workers in their classification of work rule.

4 — The claim is not supported by agreement rules.

and for these reasons carrier urges that claim of the employees 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 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 dispute involves the same parties with whom we were concerned in Docket 2691, Award No. 2826.

The only distinguishing feature of this dispute is that in addition to the work therein described a gasket or washer was replaced in one of the hose or "pipes."

We do not consider this factor of sufficient importance to be considered as a "repair" within the meaning of paragraph (b) of Rule 126, so therefore this claim is likewise without merit.

AWARD

Claim 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.