Award No. 2994
Docket No. 2705
2-DS-TWUofA-'58

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when the award was rendered.

PARTIES TO DISPUTE:

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO (Railroad Division)

DONORA SOUTHERN RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

That the carrier violated Article 10 (d) when they allowed the Engineer of Locomotive 805 to plug the reservoir.

That according to the agreement this work does belong to the Diesel Mechanics.

The Organization feels that since this was done, that Mr. Ira C. Addis, Diesel Mechanic who was entitled to do this work should be compensated four (4) hours at the pro rata rate of pay for September 24, 1956 on account of Engineer plugging the reservoir.

EMPLOYES' STATEMENT OF FACTS: That Mr. Ira C. Addis is an employe of the locomotive department, could do this work and was available for this work.

That the carrier did allow the engineer and thereby violated the agreement, Article 10 (d).

That the Railroad Division, Transport Workers Union of America, AFL-CIO does have the bargaining agreement, effective August 29, 1949 and revised September 1, 1955 with the Donora Southern Railroad Company, covering the Maintenance of Equipment Department employes, copies of which are on file with the Board, and is by reference hereto made a part of this statement of facts.

That similar claims have been processed on the property of the carrier and paid by same.

"(d) All Maintenance work on Diesel Locomotives which the Locomotive Shop is equipped to perform will be performed by the employees of the Locomotive Shop."

POSITION OF CARRIER: The insertion of the wooden plug by the engineer was not "maintenance work" as contemplated by Article 10(d), but was merely a temporary expedient in order to get the engine to the locomotive shop. The term "maintenance work" implies work of a permanent or continuing character performed for the purpose of keeping equipment in a condition for efficient operation. In this case the actual maintenance work, i.e., necessary repair, was performed by employes of the locomotive shop as required by Article 10(d).

This principle was recognized by the organization as recently as October 23, 1956. In a conference on that date, Locomotive Shop Claim No. 44-56 was discussed and was allowed. The facts and basis of allowance of that claim appear in the following extract from our confirming letter of October 24, 1956:

"A test cock on a locomotive vibrated loose a number of times while the locomotive was in service and each time the engineer tightened it. A permanent repair to the test cock was performed by a mechanic at the end of the turn. In conference it was conceded that the engineer could have tightened the test cock once or twice with a wrench without penalty, but it was your position that his continued tightening of the test cock throughout his tour of duty amounted to maintenance work. On this basis this claim is allowed."

The principle established by that case disposes of the instant claim.

In addition, the insertion of the temporary wooden plug in the instant claim was done voluntarily by the engineer; and such an unauthorized act cannot be the proper basis for a claim of this nature.

In view of the foregoing, it is respectfully submitted that this claim should be dismissed.

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 drain valve on the main reservoir of locomotive 805 struck an obstruction and broke off on September 3, 1956. The engineer whittled and inserted a wooden plug to enable him to proceed to the Locomotive Shop where repairs could be made by Diesel Mechanics. Such temporary plugging of a hole to permit running the engine to the shop is not "maintenance work on Diesel Locomotives" within the meaning of Article 10 (d) and the only maintenance work in this case was performed by Diesel Mechanics when the locomotive reached the shop.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of November, 1958.