Award No. 4206
Docket No. 4061
2-L&N-SM-'63

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 91, RAILWAY EMPLOYES' DEPARTMENT, A. F. of L. — C. I. O. (Sheet Metal Workers)

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the servicing of inbound and outbound Diesel Locomotives in the vicinity of the Locomotive Shops and on Inspection and test out pit as to connecting and disconnecting air, steam, such as Steam Heat, Brake Pipe, Sander Air, Signal Air, Equalizing Air, Retainer Air connections between the Diesel Locomotive Units when getting ready for road service, has on this railroad long been recognized as properly the work of and performed by the Sheet Metal Workers under the provisions of the current agreement.

2. That the Carrier was not authorized under the current agreement to transfer the aforesaid work from the Sheet Metal Workers' craft to the Machinists' craft employes on the date of May 26, 1960, at 10:15 A. M. and that accordingly the Carrier be ordered to properly restore the said work to the Sheet Metal Workers' craft and to be ordered to additionally compensate the hereinafter mentioned Sheet Metal Worker for one (1) man on the 1st shift, one (1) man on the 2nd shift and one (1) man on the 3rd shift, that would be at top of the overtime board on these said shifts beginning May 26, 1960 and to continue for each and every day until such time as this case is settled or the work changed back to the Sheet Metal Workers' claimants, claim to be for eight (8) hours per day at the pro rata rate of pay.

EMPLOYES STATEMENT OF FACTS: The Louisville and Nashville Railroad Company, hereinafter referred to as the carrier, maintains at Birmingham, Alabama, a repair and inspection shop for servicing of Diesel Locomotives known as Boyles Shops, whereat it regularly employes Sheet Metal Workers.

For many years prior to the instant dispute carrier had assigned around the clock a sheet metal worker at the inspection and test out pit (ready track) for the purpose of inspecting, connecting, and disconnecting all pipe lines

For ready reference carrier encloses photographs showing the so-called "Glad-Hand" coupling, which is the type of coupling in dispute and from which it may be noted that no special skills are required in making the connection. Also, simply as information, attached are photographs showing Diesel units coupled and uncoupled.

Carrier asserts that the employes are contending for duties to which they are not entitled by agreement. Therefore, to agree with them would simply write a new rule. This is not the responsibility of the representatives of this division. The claim, therefore, is without merit and should 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.

Parties to said dispute were given due notice of hearing thereon.

Employes contend that carrier violated the agreement of the parties when other than Sheet Metal Workers coupled and uncoupled air and steam connections between diesel locomotive units in the vicinity of the locomotive shops and on inspection and test out pit. Rule 87 and Rule 30(a), referred to as pertinent to the controversy, are quoted in the submission of the parties.

From a study of the record, the awards cited and a careful consideration of the arguments presented in behalf of the parties, we are of the opinion that the agreement was not violated. See recent award of this Division, No. 4145, wherein is collected a large number of awards summarized as holding that: "In general in the absence of specific agreement, the work of coupling and uncoupling air hose and testing air has been held exclusively reserved to carmen only when performed as an incident to their regular maintenance and repair duties and inspection incident thereto." See also in Award 4145 the statement quoted with approval from Award 1626.

Accordingly, we hold that this claim should be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

DISSENT OF LABOR MEMBERS TO AWARD NO. 4206

The majority ignored the record and relied on Award No. 4145 of this Division, which deals with a different craft, rules and set of facts.

The referee's statement "Employes contend that carrier violated the agreement of the parties when other than **Sheet Metal Workers coupled and uncoupled air and steam connections between Diesel locomotive units * * *.**" in pertinent part is in error, to say the least. (Emphasis ours).

The employes contend in Part 1 of the claim "That the servicing of inbound and outbound Diesel locomotives in the vicinity of the Locomotive Shops and on inspection and test out pit as to **connecting and disconnecting air, steam, such as steam heat, brake pipe, sander air, signal air, equalizing air, retainer air connections** between the Diesel Locomotive Units when getting ready for road service has on this railroad long been recognized as properly the work of and performed by the Sheet Metal Workers under the provisions of the current agreement." (Emphasis ours).

Rule 87 in this case spells out the specific work in question — "connecting and disconnecting of air, water, gas, oil and steam pipes" and Rule 30 (a) of the agreement —

> "None but mechanics and apprentices regularly employed as such shall do mechanics work as per special rules of each craft,"

reserved the right of this work to the craft. Therefore, this dispute and claim should have been sustained.

We dissent.

C. E. Bagwell

E. J. McDermott

T. E. Losey

R. E. Stenzinger

James B. Zink