

Award No. 5025
Docket No. 4961
2-CB&Q-CM-'67

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 95, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L.-C. I. O. (Carmen)**

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the current agreement was violated when the Carrier assigned a Sheet Metal Welder to dismantle, inspect, gauge for wear, and reassemble freight and passenger equipment couplers from April 1 to 15, 1964.
2. That accordingly, the Carrier be ordered to additionally compensate Carman George Gonzales holding seniority on the Eola Carmen's roster, 8 hours per day at the applicable punitive rate for each work day between April 1 and 15, 1964, account being deprived of his contractual rights on the aforesaid dates.

EMPLOYES' STATEMENT OF FACTS: The Chicago, Burlington & Quincy Railroad Company, hereinafter referred to as the carrier, maintains a reclamation plant often referred to as the Eola Reclamation Plant, which is located at the east edge of Aurora, Illinois, and employes Carman George Gonzales, hereinafter referred to as the claimant, to perform, among other things, the work involved in this dispute, all under stores department management.

Prior to April 1, 1964, the work of disassembling, inspecting, gauging for wear, reassembling and welding of couplers reclaimed for use on freight and passenger equipment was always assigned to and performed by a carman holding seniority on the pool welders seniority roster.

At the Eola Reclamation Plant all employes work the first shift, Monday through Friday, with Saturday and Sunday as assigned rest days.

On April 1, 1964 an employe holding seniority as a sheet metal welder was assigned to perform the work in question. The aforesaid sheet metal welder remained on the above disputed work for the 11 work days between April 1 and 15, 1964, after which the sheet metal welder was replaced by a carman welder who has performed the work since April 15, 1964.

3. The actions of System Federation 95 in insisting upon replacements in this welding pool of crafts whose work no longer existed at the Eola Reclamation Plant, and the carman organization's protest 15 months before this claim arose, apparently satisfied, effectively estopped the prosecution of this claim.

4. In any event, the claimant was compensated for each of the working days involved herein, and he cannot collect the penalties here demanded.

In view of the above and foregoing, this claim must 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.

At the Eola Reclamation Plant there has long been a welding pool from which the pool welders are allowed to weld in all crafts and are not bound by the Classification of Work rules in the Agreement.

From the record we learn that on September 16, 1949, the organization and Carrier conferred together and agreed that the pool welders at Eola Reclamation Plant in the future would be assigned from the craft in which a deficiency of welders existed, with blacksmiths and sheet metal workers given first preference, followed by boilermakers, this to the extent of 5 replacements, following which future replacements would be in accordance with the provisions of Rule 15(c). On January 21, 1964, the last specific replacement was made by a boilermaker; since then the work has preponderated in favor of the carmen and that craft will get the replacements.

On April 1, 1964, the welding pool at Eola consisted of nine employes, five of whom were carmen, two were blacksmiths, one was a sheet metal worker and one was a boilermaker and the claim here arose when the pool welder from the Sheet Metal craft dismantled couplers between April 1 and 15, 1964. The work of rebuilding freight car type E couplers at Eola consists of the following operations: the five moving parts are removed from the coupler body. They are the knuckle, the lock, the knuckle pin, the knuckle thrower and the lock lift assembly. Then the coupler body is welded to build up in the worn spots and, if necessary, is straightened on a press. After completing the work on the coupler body, it is reassembled by inserting the five parts into the body.

The issue which is presented to us here is whether the dismantling of couplers by a pool welder from the Sheet Metal craft violates the Agreement of the parties. The Organization contends pool welders may not do other than welding work and that dismantling couplers is exclusively carmen's work; however, no objection seems to have been made if such dismantling was done

by a pool welder of the carmen's craft, despite depriving some regular carman (not a pool welder) of the work.

It appears from the record that it has always been the practice on welding couplers that the pool welder would perform the work of stripping couplers, which includes complete dismantling, inspection for cracks and gauging for wear. This work has been performed by the pool welders as part of their duties in connection with the reclamation of those couplers; for such work they accepted welder's differential in pay and the Sheet Metal worker upon becoming a pool welder stepped into the shoes of the carman pool welder, his predecessor. He was entitled to do such work as had been done theretofore by carman pool welders.

Under the Agreement of the parties we do not find support for this claim. We believe it should be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 20th day of January 1967.