

Award No. 6060

Docket No. 5922

2-N&W-BM-'70

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee William H. McPherson when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 16, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Boilermakers)**

NORFOLK AND WESTERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

That the Carrier violated the current agreement between the Norfolk & Western Railway and System Federation 16, when they assigned the laying-out and drilling of tell tale holes in main air reservoirs, diesel locomotives, to the Machinists' Craft at Shaffers Crossing Shop, Roanoke, Va.

That the Carrier be ordered to compensate Boilermaker H. W. Lucas and C. B. Boskoski, each, two (2) hours at the punitive rate of pay for the first engine tell taled on June 8, 1968; then, two (2) hours each for T. F. Spence and C. C. Driscol, at the punitive rate of pay for the second engine tell taled on or after June 8, 1968, then two (2) hours each for H. L. Larch and F. D. Swain at the punitive rate of pay for the third engine tell taled on or after June 8, 1968, and to continue at the above stated rate of pay and the above stated hours for each engine tell taled, the above named claimants to be rotated in the above order, for each engine tell taled beginning on June 8, 1968 and to continue until the Carrier corrects the violation by assigning Boilermakers to the laying-out and drilling of tell tale holes in the main air reservoirs, diesel locomotives.

EMPLOYEES' STATEMENT OF FACTS: Boilermaker H. W. Lucas, regularly assigned, second shift Sunday through Thursday, with rest days Friday and Saturday with seniority date of 10-5-42. Boilermaker C. B. Boskoski, regularly assigned, first shift Sunday through Thursday with rest days Friday and Saturday with seniority date of 6-3-43. Boilermaker F. D. Swain, regularly assigned, swing shift position working second shift Friday and Saturday, third shift Sunday, Monday and Tuesday with rest days Wednesday and Thursday with seniority date of 8-1-55. Boilermaker C. C. Driscol, regularly assigned, first shift Friday through Tuesday, with rest days Wednesday and Thursday with seniority date of 1-27-48. Boilermaker

8. If the claim were sustained, the claimants personally have no right to the compensation claimed.

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 waved right of appearance at hearing thereon.

The record indicates that third party notice was given.

As a result of revision of Federal regulations, the Carrier had telltale holes drilled in the main air reservoirs of locomotives, beginning in October 1967. This work was completed in April 1969, and is unlikely to recur, since new equipment comes with the holes already drilled.

Petitioner contends that the drilling of the holes is the exclusive right of the boilermakers under Rule No. 61 of the Agreement, that it replaced the hammer test previously performed by boilermakers, and that the machinists, to whom the work was assigned, have renounced any right to it. The Carrier contends that this work is more nearly covered by Rule No. 54 on machinists' work, that it clearly is not covered by Rule No. 61, and that machinists have long performed this and similar types of work.

Petitioner's claim is based on Rule No. 61 of the relevant agreement. Contrary to an assertion contained at several points in its submission, the opening phrase of this rule ("Boilermakers' work shall consist of laying out, cutting apart, building or repairing boilers, tanks and drums") makes no mention of drilling. We recognize that drilling might be involved in some of the types of work specified there. The work involved in the present dispute involved tanks, but it did not involve the laying out, cutting apart, building or repairing of tanks, and therefore is not covered by the opening phrase.

If this work of drilling telltale holes in the main air reservoirs of diesel locomotives were covered by the rule, it would be under the final general provision of "all other work generally recognized as boilermakers' work." It is our understanding that the testing of these reservoirs or tanks is recognized as boilermakers' work. The question, therefore, is whether or not the drilling of the telltale holes constitutes a testing of the tanks. In our opinion it does not. It involves a structural modification of the tanks, which affects the nature of subsequent testing by eliminating the need for hammer tapping; but the drilling itself gives no indication of the condition of the tanks. It is a one-time operation, whereas testing is periodic.

Our finding in this case is consistent with our Award No. 417, where this division found, without the assistance of a referee, that "The rules of agreement do not specifically cover the work in question." The work in question was the drilling of telltale holes in staybolts. The rule in that agreement was

identical in relevant part, if not in whole, with the rule involved in this present case.

The Organization emphasizes that the Machinists, to whom the work was assigned, now make no claim to the specific work involved. We note, however, that the Machinists' Asst. General Chairman delayed a clear-cut reply until nearly a year after he was first asked to state his position. That was about nine months after this work of modifying the used equipment had been completed, and there appears to be no possibility of a repetition of the work. In any case, a renunciation of a right to the work by the machinists cannot serve to bring the work under the terms of Rule No. 61 as an exclusive right of the boilermakers.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 11th day of December, 1970.