Award No. 6211
Docket No. 6011
2-T&P-SM-'71

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 121, RAILWAY EMPLOYES' DEPARTMENT, AFL-CIO (Sheet Metal Workers)

THE TEXAS AND PACIFIC RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the Carrier violated the current agreement, particularly Rules 21A and 63, at Fort Worth, Texas, when they improperly assigned Yardmaster, Mr. J. S. Woods to remove and apply train line air hose on engine 386 on May 16, 1969.

2. That accordingly the Carrier be ordered to additionally compensate Sheet Metal Worker, Mr. D. E. Black in the amount of two (2) hours and forty (40) minutes at the punitive rate of pay.

EMPLOYES' STATEMENT OF FACTS: At Fort Worth, Texas, the Texas and Pacific Railway Company, hereinafter referred to as the carrier, maintains a facility and on May 16, 1969, at the East Yards, Fort Worth, Texas, Carrier's Terminal Master Mechanic improperly assigned Yardmaster Mr. J. S. Woods the duty of removing bursted air hose and applying new hose on engine 386.

Under date of July 6, 1969, claim was filed with Mr. C. H. Cavinee for two (2) hours and forty (40) minutes at the punitive rate of pay for claimant.

This dispute has been handled with all officers of the carrier designated to handle such disputes, including carrier's highest designated officer, all of whom have declined to make satisfactory adjustment. The agreement effective September 1, 1949, as subsequently amended, is controlling.

POSITION OF EMPLOYES: It is submitted that the carrier has breached the provisions of the agreement by assigning the work here involved to other than Sheet Metal Workers (Yardmaster) and thereby damaged claimant.

Rule 21A of the agreement reads in pertinent part as follows:

"None but Mechanics or Apprentices regularly employed as such shall do Mechanic's work as per special rules of each craft."

erately made for easy replacement for that reason. This situation is similar to the situation in Award 3671, where electricians replaced the water hose to a two-wheel truck used by electricians to apply water to radiators on passenger equipment. In that dispute, it was shown that there was no intent to assign the work to sheet metal workers. In the same way, the practice has been for train and engine crews and other employes to replace train line hoses when necessary in the performance of their duties. Your Board denied the claim in Award 3671, and a similar decision should be reached here.

If we were to follow the argument of the employes in this docket, it would have been necessary to delay operations in East Yard until either the switch engine was taken to the diesel facility for a sheet metal worker to replace the hose or a sheet metal worker was sent from the diesel facility to East Yard to replace the hose. Neither alternative is satisfactory. Competitive conditions do not permit delaying cars for such reasons. Train line hoses are carried on switch engines, cabooses and other equipment so that train and engine crews and other employes can replace a damaged train line hose with a minimum delay in operations. The agreement between the carrier and System Federation No. 121 does not require the halting of operations until a sheet metal worker can be obtained to perform this simple task of replacing a train line hose.

For the reasons stated, the claim is not supported by the agreement, and is totally lacking in merit. The carrier submits that the claim 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 waived right of appearance at hearing thereon.

A yardmaster changed a burst air hose on a diesel locomotive in the East Yard at Fort Worth, Texas. No sheet metal workers were employed in that yard. Claimant was assigned and working and under pay about five (5) to seven (7) miles away.

Petitioner relies on Rules 21A and 63, which read:

"RULE 21A.

None but Mechanics or Apprentices regularly employed as such shall do Mechanic's work as per special rules of each craft."

"RULE 63.

Sheet Metal Workers work shall consist of pipefitting in shops, yards, buildings, and engines of all kinds, the connecting and dis-

connecting of air, water, gas, oil and steam pipes, and all other work generally recognized as Sheet Metal Workers work."

Petitioner also urged Rule 68, which reads:

"Sheet metal workers will be sent out on line of road and to outlying points, when their services are required, but not for small, unimportant running repair jobs."

Rule 63 classifies the work of Sheet Metal Workers. Among the work therein so classified is that of "connecting and disconnecting of air, water, gas, oil and steampipes." And that work belongs to the Sheet Metal Workers whether it is performed in the Transportation Yard or in the Shop Area. We agree with the principle enunciated in Award No. 6056. But the facts upon which that award was rendered are quite different from those in the claim here before the Board.

In the case adjudicated in Award No. 6056, Maintenance of Way employes installed 1,013 feet of 2-inch fuel oil supply line, and 1½-inch water supply line in that Carrier's Transportation Yard. Here, an air hose was replaced on a diesel unit.

It is common knowledge, and it is so the practice on this property, that spare hoses are carried on all trains. Yard men, train crews, members of the Carman Craft, and others, have changed defective air hoses on cars and diesel units. That is not the kind of "pipefitting" and the type of "connecting and disconnecting of air . . . pipes" which is intended in Rule 63 to belong exclusively to Sheet Metal Workers. The type of work covered in Rule 63 is that which is generally of a permanent installation. A train line air hose is not in the latter category. None of the awards cited by the Petitioner adjudicate claims based on changing of train line air hoses. All of them involve the fabrication of permanent appurtenances.

In the absence of exclusivity to this work in the rule, it is incumbent upon the Petitioner to prove by a preponderance of evidence that the work belongs to them by history, custom, practice and tradition. There is no evidence of this fact in the record.

The Board is, accordingly, obliged to conclude that the claim has no merit.

AWARD

Claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of December, 1971.

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