

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

(International Association of Machinists and
(Aerospace Workers
PARTIES TO DISPUTE: (
(Southern Pacific Transportation Company (Western Lines)

STATEMENT OF CLAIM:

1. That, on March 21, 1986, the Carrier assigned sheetmetal worker K. Hadden from task of removing two (2) hydraulic lines from the R. M. Kershaw Tie Remover #74, thereby depriving Machinist K. A. Davies (hereinafter referred to as Claimant) from work that is contractually his and thereby violating the provisions of Rule 40 of the controlling Agreement.

2. That, accordingly, the Carrier be ordered to compensate Claimant two (2) hours compensation at the Machinist straight time rate. (\$13.26 per hour)

FINDINGS:

The Second Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees 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.

The case record reflects that the Sheet Metal Workers International Association was duly notified of the pendency of this dispute and afforded an opportunity to file a submission, but did not do so.

The fact situation in this case is not in dispute. On March 21, 1986, at Carrier's Automotive and Work Equipment Shop in West Oakland, California, a Sheet Metal Worker was assigned the task of removing the oil cooler radiator from a Kershaw Tie Remover machine. In the process of removing the radiator, the Sheet Metal Worker disconnected two hydraulic lines leading to the radiator. The Organization submitted a penalty Claim on behalf of Claimant for two (2) hours additional compensation alleging a violation of Rule 40 (Classification of Work Rule) occurred when the Sheet Metal Worker disconnected the hydraulic lines from the radiator.

During the on-property handling of this Claim and continuing before our Board, the Organization argued that "this work is, and always has been Machinist work - - -" and that "Machinists have exclusive rights to the work in question by historic practice as well as Agreement support."

Carrier has responded pointing out that the disconnecting of the hydraulic lines from the radiator was, at most, an incidental part of the radiator removal; that the Sheet Metal Worker was properly assigned to the task of removing the radiator; that Rule 40 is general in nature and does not convey exclusivity of performance of this type of work absence a showing of practice, custom or tradition; that Claimant was fully employed on the date in question and that there is no Rule support for a two (2) hour penalty payment.

Our examination of the record and consideration of the presentations of the parties leads us to the conclusion that there has been no compensable violation of the Parties' Agreement.

Our decision finds logical support not only in the case record, but also in the Findings of Second Division Award 5495 wherein it was decided:

"The work of disconnecting pipes to permit the repair of machinery will in most cases be work incidental to the work of Machinists or other crafts charged with the responsibility of repairing such machinery."
(Underscoring ours)

See also the Findings of Second Division Award 10193 for an enlightened opinion involving a situation which is very similar to the dispute which exists in this case. There a Sheet Metal Worker made a Claim because a Machinist removed piping in connection with repairs which he was making on an air compressor. There the Board held that: "The work performed was clearly incidental work and not precluded by any specific Agreement provision."

Here, the assignment of the Sheet Metal Worker to the task of removing the radiator has not been disputed and must therefore be considered proper. Here, while there have been contentions of exclusivity relative to the disconnecting of hydraulic lines, there has been no showing of practice, custom or tradition to support these contentions. Here, no Rule violation has been established.

For all of these reasons, we must deny this Claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: 
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 10th day of August 1988.