

Award No. 343

Docket No. 320

2-Erie-SM-'39

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 100, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (SHEET METAL WORKERS)**

ERIE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That sheet metal and pipe work formerly performed by sheet metal workers employed in the mechanical department in shops, yards and buildings be restored to them and that furloughed employees be compensated for all time lost on account of employees of other departments performing this work.

EMPLOYEES' STATEMENT OF FACTS: The sheet metal workers employed in the mechanical department have performed work as designated by the Sheet Metal Workers' Special Classification Rule in Rules and Rates of Pay for Mechanical Department Employees at the following points on the Erie Railroad:

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| Jersey City, N. J. | |
| Secaucus, N. J. | |
| Little Ferry, N. J. | |
| Monmouth Street Power House, Weehauken Marine Shop and Power Houses, Edgewater, N. J. | |
| Duane Street fruit dock and power house and all outlying points. | |
| Port Jervis, N. Y. | |
| Susquehanna, Pa. | |
| Avoca, Pa. | |
| Dunmore, Pa. | |
| Youngstown, Ohio. | |
| Cleveland, Ohio. | Hornell, N. Y. |
| Marion, Ohio. | Salamanca, N. Y. |
| Huntington, Ind. | Buffalo, N. Y. |
| Hammond, Ind. | Meadville, Pa. |

From time to time this work has been arbitrarily taken from the mechanical department sheet metal workers, and employees of another department have been assigned to perform same. This action on the part of the carrier has caused a number of our men to be furloughed and loss of time to many others.

POSITION OF EMPLOYEES: Sheet Metal Workers' Special Rules, Classification of Work in Rules and Rates of Pay for Mechanical Department Employees, reads as follows:

charge or in connection with which they are employed, that they have the capability and time to do, along with their regular work.

- (e) Any qualified employe of the Mechanical Department as conditions require."

The Rules and Rates of Pay for Mechanical Department Employes, composed of Machinists, Boilermakers, Blacksmiths, Sheet Metal Workers, Electricians, Carmen and their Apprentices and Helpers, effective May 1, 1929, were negotiated by the superintendent of motive power with the committees representing only the mechanical department employes, and the rules as negotiated by this committee were accepted by them as covering only shop employes.

There never was any intent when these rules were negotiated to extend their scope to employes in other departments, although they may have been performing work of a somewhat similar nature.

It is our position that this claim is not supported by the rules and that it should be denied by your Board for the following reasons:

1. The question involved is definitely one of jurisdiction and should be so considered.
2. We deny the statement that shop craft employes have always performed this class of service. A check of records clearly indicates that there never has been a strict division of such work, and that it is generally performed by the employes who are available at the time their services are required. Many times under emergency situations and where maintenance of way employes are not readily available, shop employes have taken care of necessary work. In other instances, the reverse is true.
3. This is purely an attempt on the part of this organization to take work away from maintenance of way employes that has generally been performed by them, and appears to be in violation of the principle established in case No. R-150, which was withdrawn by the organization representatives from the National Mediation Board and closed.
4. The organization has during the entire progress of this case talked generalities, and at no time, furnished any factual data or evidence of the alleged violation.

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.

The parties to said dispute were given due notice of hearing thereon.

Rule No. 2 of the current agreement, which covers sheet metal workers' classification of work, assigns such work to those employes in shop yards and buildings who are engaged in any manner as prescribed in the rule and evidently was intended to mean shop yards and buildings within the confines of shop territory.

Apparently there was no disagreement on the question involved, in the instant case, until within the past few years, whereas the agreement between the carrier and mechanical department employes has been in effect since May 1, 1929.

The evidence of record does not sufficiently support the claim for loss of time.

AWARD

Claim of employes sustained without compensation for alleged time lost.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 8th day of June, 1939.