

Award No. 3862

Docket No. 3581

2-NPTCO-SM-'61

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Howard A. Johnson when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 105, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. - C. I. O. (Sheet Metal Workers)**

**THE NORTHERN PACIFIC TERMINAL COMPANY
OF OREGON**

DISPUTE: CLAIM OF EMPLOYES: 1. That under the current applicable agreement the Carrier improperly assigned other than Sheet Metal Workers to the erecting, assembling and installing shelves in the Store Department building at Guilds Lake Yard commencing on or about April 18, 1958.

2. That accordingly the Carrier be ordered to compensate the following members of the Sheet Metal Workers' craft for the aforesaid violation in the amount as follows:

F. Egan	10 hrs.	A. W. Fisk	8 hrs.
Frank Paola	10 hrs.	H. G. Brisett	4 hrs.
Samuel Mehalko	4 hrs.	A. R. Pesenti	8 hrs.
Alfred Smith	12 hrs.	J. F. Lauro	4 hrs.
Frank Madonna	4 hrs.	Oral Nearing	4 hrs.
Wm. Lewis	4 hrs.		

EMPLOYES' STATEMENT OF FACTS: On or about April 18, 1958, the Northern Pacific Terminal Company of Oregon, hereinafter referred to as the carrier, commenced the building, erecting, assembling and installing of new metal bins and shelves in its Guilds Lake Yard Storeroom at Portland, Oregon. The work of installing the new metal bins and shelving was performed by the carrier's Storekeeper N. E. Stewart and assistant to Storekeeper Harold Nelson.

The employes named in part 2 of claim of employes above are regularly employed by the carrier in the sheet metal workers' craft at Portland, Oregon, are hereinafter referred to as the claimants, and have in the past been assigned by the carrier to install new metal shelving.

This dispute has been handled with all officers of the carrier designated

not supported by agreement rules or by past practices; that there are no skills and/or tools required to install the shelves involved herein by reason of their being wholly constructed at the factory; and that the claimants have failed to meet the burden of proof necessary for a sustaining award. Accordingly, the claims are without merit and should be denied, and the Board is respectfully requested to so hold.

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.

The record shows that the shelving and frames were not fabricated or constructed on the property but were purchased prefabricated and completely manufactured, and came "knock-down," to be assembled without tools or mechanical skills. They were set up in the storeroom by the storekeeper and his assistant to replace wooden shelving formerly used. This was not building, erecting, assembling, installing or fabricating, such as would customarily be done by sheet metal workers, and the claim should be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of November, 1961.

LABOR MEMBERS DISSENT TO AWARD No. 3862

The majority admit the work involved is the **assembling** of prefabricated sheet metal frames and shelving.

Sheet Metal Workers' Classification of Work Rule 109 of the current agreement provides for the assembling of sheet metal and there is no evidence in the record of any negotiation changing or excepting any kind of assembling; therefore the claim should have been sustained.

The current agreement governing employment of sheet metal workers recognizes and preserves the rules governing seniority, rates of pay, assignment of work and the working conditions of the claimants and stands as a protest against the majority's refusal to enforce the controlling agreement.

Edward W. Wiesner
C. E. Bagwell
T. E. Losey
E. J. McDermott
James B. Zink