

Award No. 4478

Docket No. 4225

2-GN-SM-'64

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Curtis G. Shake when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.—C. I. O. (Sheet Metal Workers)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier improperly assigned other than Sheet Metal Workers to:

(A) Connect and disconnect air pipes to the air gauges on diesel locomotives.

(B) Remove and install metal covers on diesel air brake cabinets on diesel locomotives.

2. That accordingly, the Carrier be ordered to additionally compensate Sheet Metal Worker Charles A. McKenzie:

(A) One and one-half (1½) hours at pro rata rate for August 25, 1960 and each subsequent date that other than Sheet Metal Workers are improperly assigned to perform work identified in 1 (A) above.

(B) One (1) hour at pro rata rate for August 25, 1960 and each subsequent date that other than Sheet Metal Workers are improperly assigned to perform work identified in 1 (B) above.

EMPLOYEES' STATEMENT OF FACTS: The Great Northern Railway Co., hereinafter referred to as the carrier maintains at Minneapolis Junction, Minneapolis, Minn., a roundhouse for the repair and servicing of diesel locomotives. Sheet metal workers are employed by the carrier in its Minneapolis junction roundhouse to perform sheet metal workers' work specified in the controlling agreement.

Federal inspections constitute part of the work performed at this point. One of the many items of work performed in a federal inspection is connecting and disconnecting of air pipes to air gauges.

3. The organization admits that it has been the practice for many years for machinists to perform all of the work necessary to test air gauges on diesel locomotives.

4. The only contractual evidence submitted by the organization to support its case while handling this claim on the property, was an allegation that the work is covered by Schedule Rule 72 and a jurisdictional dispute settlement evidenced by the carrier's letter of December 19, 1951.

5. There is no language in Rule 72 or in the letter of December 19, 1951 which would indicate an intent to grant to sheet metal workers the exclusive right to the work involved in this case.

6. The work in question does not involve the type of skill and training required of sheet metal workers as contemplated by Rule 71.

7. Even if this work could properly be claimed by this organization, it must proceed under Rule 94 and no penalty claims may be awarded.

For the foregoing reasons, the carrier respectfully requests that the claim of the employes 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 were given due notice of hearing thereon.

This claim originated at the Carrier's Minneapolis Junction Roundhouse, where Diesel locomotives are tested and repaired. Among these functions are the testing of the gauges that register the pressures in the various parts of the air brakes systems with which such locomotives are required to be equipped. To accomplish these tests it is necessary (1) to remove the (16-gauge) sheet metal covers of the air brakes cabinets, which is accomplished by the use of screwdrivers, after which (2) the two ($\frac{3}{8}$ inch) unions of the gauges are disconnected from the copper pipes that serve them which is done by means of standard wrenches. After the gauges have been removed and tested they and the protective covers are replaced in reverse order.

The claim was originally predicated on the alleged fact that on August 25, 1960, a Machinist was used to remove and replace the cover to an air brake cabinet and to disconnect and then connect the air pipes to the air gauges on Diesel locomotive unit 903. Subsequently, however, 76 additional incidents of a similar character were added to the claim.

Two preliminary issues were tendered by the record. First, the Carrier asserted that the work here involved has traditionally been performed by Machinists and that a sustaining award would result in a jurisdictional controversy between the Carrier, the Machinists and the Sheet Metal Workers. To obviate any such controversy, consideration of this claim was suspended and notice of its pendency given to the International Association of Machin-

ists. Subsequently, on January 24, 1964, the Machinists' Organization responded that, without establishing a precedent as to future claims, neither it nor the employees represented by it considered themselves involved in this particular dispute.

Secondly, the Organization urges that the Carrier is not entitled to be heard because no reason was given for declining the claim while it was pending on the property, citing Article V of the Agreement of August 25, 1954. We find, however, that the Assistant Master Mechanic's letter of September 8, 1960, declined the claim in its entirety "due to lack of schedule support". This, we think, was tantamount to saying that no violation of the Agreement occurred and was sufficient to meet the requirements of Article V. See Third Division Awards Nos. 9615 and 9835.

In support of its claim, the Employees allege a violation of Rule 72, (Classification of Work), and a letter of understanding reached by the parties in December, 1951. From these it appears that it has been recognized that the removal and application of sheet metal covers to air brake cabinets and the disconnecting and reconnecting of air pipes to air gauges located in such cabinets contractually belongs to Sheet Metal Workers.

Rule 94, relating to jurisdictional disputes, has no application here, since the Machinists have disclaimed any interest in the pending controversy; and since a violation of the scope rule of the Agreement has been established, a sustaining award is justified as a means of bringing about a compliance even though the Claimant has lost no earnings.

In view of the delay in the disposition of this claim resulting from the jurisdictional question that arose and that the claim is not for work performed by the claimant, it would appear to be equitable to limit the monetary scope of a sustaining award.

AWARD

Claim of Sheet Metal Worker Charles A. McKenzie sustained for 1½ hours on August 25, and for 1 hour on September 1, 1960, at pro rata rate.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of March, 1964.