Award No. 4903
Docket No. 4815
2-CRRofNJ-SM-'66

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Donald F. McMahon when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO 72, RAILWAY EMPLOYES' DEPARTMENT, AFL-CIO (Sheet Metal Workers)

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY

DISPUTE: CLAIM OF EMPLOYES:

(a) That on November 6, 1963 Sheet Metal Workers' employed at Elizabethport Shops were deprived of their work when employes' from the Maintenance of Way Department were improperly assigned and performed Sheet Metal Workers' work.

(b) That accordingly, Sheet Metal Worker Mechanics' H. Bush, Sr., and J. Petroski be compensated for eight (8) hours each at their regular established pro rata hourly rate of pay.

EMPLOYES' STATEMENT OF FACT: (a) The carrier moved a regular highway type trailer which is the property of the Central Railroad Company of the Central Railroad Company of New Jersey, (Trailer No. 7, with 1962 License Plate No. TVX 117), into their passenger car shop at Elizabethport, New Jersey, for the purpose of remodeling the body of that trailer.

(b) On the date of November 6, 1963, the carrier assigned employes from the Maintenance of Way department to perform the work of removing the sheet metal lining from said trailer and cut out window openings in the sheet metal body for the purpose of installing windows.

(c) That the trailer referred to herein is rolling equipment, mounted on wheels with rubber tires with 1962 License Plate No. TVX 117.

(d) The type of work referred to herein, is sheet metal work on metal within the gauge specified in the current agreement, recognized as Sheet Metal Workers' work and has been performed by sheet metal workers employed in said passenger car shop for many years.

(e) This dispute has been handled on the property in accordance with the agreement with all carrier officers authorized to handle disputes, all of whom declined to adjust it.

which they appear and be interpreted literally and independently, irrespective of the obvious or apparent intent and understanding of the parties as evidenced by the **entire** agreement. Stated differently, the meaning of each sentence or section must be determined by reading **all** pertient sentences or sections together and coordinating them in order to accomplish their evident aim. * * *

In applying those principles to this case, we have reached the following conclusions:

A careful examination of the **entire** labor agreement has convinced us that the true meaning of Rule 130 cannot be ascertained by reading it literally and in isolation. In order to ascertain its real aim and purpose, the Rule must be read together with the Preamble to the labor agreement which defines the scope of the agreement and thus qualifies Rule 130. See: Awards 1556 and 2198 of the Second Division. For Rule 130 is only applicable here if the work described therein comes under scope of the agreement.

The Preamble provides: 'It is understood that this agreement shall apply to those who perform the work specified in this agreement in the Maintenance of Equipment Department of this Railway wherein the work covered by this agreement is performed.' The claimants contend that the wording of the Preamble is clear and unambiguous. We disagree. In our opinion, plausible contentions can be made for different interpretations. Specifically, the language used in the Preamble may raise a justifiable doubt as to whether the scope of the agreement is confined to work under the jurisdiction of the Maintenance of Equipment Department as asserted by the Carrier or whether the agreement covers all work performed within the departmental area as asserted by the claimants. The Preamble is, therefore, subject to a reasonable construction based on long-continued custom or practice well-known to and consistently followed by the parties to the agreement. See: Award 3873 of the Second Division and references cited therein."

In view of the facts outlined herein and as the agreement does not confer exclusive jurisdiction of this work to sheet metal workers, this 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 were given due notice of hearing thereon.

Claims here are made on behalf of Sheet Metal Worker Mechanics H. Bush, Sr. and J. Petroski, for 8 hours pay at pro rata rate each, for allegedly being deprived of work when Carrier improperly assigned Maintenance of Way

employes to perform work claimed as properly belonging to the Mechanics' craft.

Briefly the facts are that on November 6, 1963, Carrier moved its Trailer No. 7 into its Passenger Car Shop at Elizabethport, New Jersey, for the purpose of remodeling the body of the trailer for the purpose of providing locker room facilities for employes working in the area where its piggyback operations were located.

The work performed by Maintenance of Way employes consisted of closing up the end doors of the trailer, providing a new door way and installing two additional windows. Carrier agrees it was necessary to remove sheet metal linings and cutting openings for window installations.

It is noted in the record here that proper notice has been furnished the Brotherhood of Maintenance of Way Employes, by the Second Division, National Railroad Adjustment Board. Such notice was received and acknowledged by the Maintenance of Way Employes, by its President on May 12, 1965. No jurisdictional question is here involved, and the 2nd Division, National Railroad Adjustment Board has jurisdiction over the subject matter here.

The Employes here contend that Carrier violated the provisions of Rules 18 and 76, by assigning the work performed to employes of another craft, thus deprivng them of the work. Rule No. 18(a) provides:

> "None but mechanics or apprentices regularly employed as such shall do mechanics work as per special rules of each craft."

> "Rule No. 76—Classification of Work"

> "Sheet Metal workers work shall consist of tinning, coppersmithing and pipe fitting in shops, yards, buildings, on passenger coaches and engines of all kinds; the building, erecting, assembling, installing, dismantling and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron of 10 gauge and lighter (present practice between sheet metal workers and boiler makers to continue relative to gauge or iron), including brazing, soldering, tinning, leading and babbitting, the bending, fitting, cutting, threading, brazing, clamping, connecting and disconnecting of air, water, gas, oil, sand and steam pipes; the operation babbitt fires; oxy-acetylene, thermit and electronic welding on work generally recognized as sheet metal workers' work, and all other work generally recognized as sheet metal workers' work."

Carrier contends that Rule 18 is not applicable here, for the reason that such rule embodies only the Organizations comprising System Federation No. 72, in the Agreement before us. Carrier further contends that nothing is contained in this rule that gives sheet metal workers exclusive right to the work involved here, and for the further reason that no work is prescribed by Rule No. 76 in reference to piggyback trailers.

We are of the opinion that the principles laid down in 2nd Division Award No. 1359 are applicable here, and the claim before us should be sustained.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 27th day of June, 1966.

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