

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

Parties to Dispute: (International Association of Machinists and
(Aerospace Workers
(
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated the controlling Agreement, particularly Rules 26(a) and 52(a) when they arbitrarily transferred the work of re-enforcing the corners of a drop table, located at the Pike Avenue Shop, North Little Rock, Arkansas, from the Machinists' Craft to the Boilermakers' Craft.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Machinists H. H. Haustein and L. B. Schultz in the amount of four (4) hours each at the punitive rate of Machinist for being denied the right to perform machinists' work on the drop table.

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 waived right of appearance at hearing thereon.

This is a work jurisdiction dispute in which the Boilermakers have a third party interest. The dispute arises out of the assignment by the Carrier to Boilermakers, at the Carrier's North Little Rock diesel facility, to straighten a drop table and reinforce its corners by welding 3/8" angle iron along with gussets to make the truck support assembly, which is the top deck of the drop table, more rigid.

A drop table such as the one involved here is commonly used for changing out wheels and trucks in diesel locomotives. The drop table had been raised by overhead crane in order to repair the worm gear that raises and lowers it. Because of the table's weight, its corners bent slightly during the lifting. The corners of the drop table are a part of the frame and platform of the drop table which is made of structural steel.

On May 20, 1975, Petitioner filed the claim before us on behalf of Machinists H. H. Haustein and L. B. Schultz, claimants, on the grounds that Carrier violated the Agreement, particularly Rules 26(a) and 52(a), by assigning the work of re-inforcing the corners of the drop table to members of the Boilermakers' craft. Carrier denied the claim essentially on the ground that the assignment was proper and valid under the Boilermakers' Classification of Work Rule 62. The Classification of Work Rules of both crafts are quoted in the record. No settlement was reached on the property and the claim has been submitted to us for disposition.

Petitioner (Machinists) points out that the drop table is shop machinery and is operated as a power tool. Machinists repair shop machinery, whether or not it involves working with metals. The Machinists' Classification of Work Rule 52, it is argued, clearly assigns machinists the maintenance of shop machinery, which gives that craft the right to reinforce the corners of the drop table. The drop table is moveable and is used exclusively in line with machinists' work when they drop diesel trucks. Petitioner cites Second Division Award 6762 (Eischen), which found that work in connection with building a frame for a coupler straightener was assignable to machinists because the straightener was "shop machinery".

Carrier asserts that historically each craft, within its Classification of Work Rule, has performed its own work in connection with various types of shop machinery. Thus, whenever a heavy piece of shop machinery was needed, the boilermakers historically laid out, fabricated, and assembled the frame and maintained and repaired the reinforcing members made of angle iron or boiler plate. Each craft then added the parts coming within their own classification of work rule. Assignment of the work in question, therefore, was proper. Drop table maintenance falls under Rule 62(a), the Boilermakers' Classification of Work Rule, covering I-beams, channel iron, angle iron and T-iron, in connection with boilermakers' work. The work involved in straightening and reinforcing corners of the drop table in no way involves machinery or the working parts or running gear of the drop table, which the Machinists' craft maintains.

Carrier also maintains that Boilermakers have historically performed this type of work, at this location, without objection by Petitioner.

Carrier cites Award 6335 (Williams) which held that "work classification rules typically define the scope of a crafts' jurisdiction in terms of the skilled functions performed and the equipment on which these functions are performed. For work to fall within the exclusive jurisdiction of a craft, it must be included in the expressly described functions and equipment allocated to the craft."

The Boilermakers, as third party, filed a statement contending, essentially, that the work in dispute is reserved to them by Rule 62, their Classification of Work Rule. Specifically, the Boilermakers hold that the work of reinforcing a drop table with angle iron and gussets is not found in the Machinists' Classification of Work Rule; that all crafts

do repair work on shop machinery as spelled out in the Agreement; that welding and angle iron is explicitly listed as Boilermakers' work; that Boilermakers, in performing work, may remove and replace any parts belonging to work of other crafts when connected to their work (Rule 62 (c)); that Boilermakers have always done the work on drop tables in the past; and that Petitioner has cited no instance where machinists have performed such work.

The record contains repeated assertions by Carrier and Boilermakers that boilermakers have historically performed the work in question. The record also discloses no challenge or denial by Petitioner of these assertions nor has Petitioner made any showing that the work in question was ever performed by members of the Machinists' craft. The record is also devoid of any evidence or indication that Petitioner ever filed a formal complaint or grievance with respect to the work in question prior to the instant one.

Carrier (and Boilermakers), while maintaining that such work has been historically performed by Boilermakers, submit no affirmative evidence in support of their statements.

Petitioner insists that its Classification of Work Rule 52(a) is clear in assigning jurisdiction over the disputed work to machinists and that practice cannot supersede the clear and specific terms of a rule.

We thus have a situation in which Carrier relies on past practice, without supporting evidence, but Carrier's assertions that Boilermakers have in the past repaired the drop table as previously described are not challenged by Petitioner.

The Referee finds no evidence in the record by way of specific instances to support a finding of a long established and generally accepted practice regarding maintenance and repair of a drop table. Not a single specific instance, occasion, or example has been cited by any party to this dispute of damage to the drop table which required repairs identical or similar to the straightening and reinforcing in the instant case.

Since the record does not support a finding of past practice, we must therefore turn to the language of the Agreement to ascertain the intent of the parties.

The Machinists' Classification of Work Rule 52(a) reads in pertinent part as follows:

"MACHINISTS' CLASSIFICATION OF WORK: RULE 52

(a) Machinists' work, ... shall consist of laying out, fitting, adjusting, shaping, ... metals used in building, assembling, maintaining, dismantling ... hoists, elevators, pneumatic and hydraulic tools and machinery, shafting, and other shop machinery ...; welding

"on work generally recognized as machinists' work; the operation of all machines used in such work; ... and all other work generally recognized as machinists' work."

The Boilermakers' Classification of Work Rule 62(a) reads in pertinent part as follows:

"Boilermakers' work ... shall consist of laying out, building or repairing boilers, tanks and drums; ... laying out and fitting up any sheet iron or sheet metal work made of 16-gauge iron or heavier in construction with boilermakers' work, ... engine tender and steel underframes and steel tender truck frames, except where other mechanics perform this work; ... *beams, channel iron, angle iron and T-iron, steam, air and water tight work in connection with boilermakers' work; ... welding on work generally recognized as boilermakers' work, except as provided for in General Rule 29, and all other work generally recognized as boilermakers' work in the Maintenance of Equipment Department."

General Rule 29 referred to in Rule 62(a) above provides:

"Where oxyacetylene or other welding processes are used, each craft shall perform the work which was generally recognized as work belonging to that craft prior to the introduction of such processes,"

The express language of Rule 52(a) describes machinists' work as the "laying out, fitting, adjusting, shaping---metals used in building, assembling, maintaining...machinery--pneumatic and hydraulic tools and machinery...and other shop machinery...." This rule makes no reference to size or gauge of metal involved in such operations or work.

Rule 62(a), on the other hand, refers to "I-beams, channel iron, angle iron and T-iron...in connection with boilermakers' work...." We read this language as a limitation or restriction; namely, that work by Boilermakers on or with such materials must be in connection with Boilermakers' work.

We find, on the basis of the express language of the respective Classification of Work Rules, quoted above, that the work of repairing the deck of the drop table by strengthening and repairing its corners, the drop table being an item of machinery, was Machinists' work under the terms of the Agreement. Consequently, we must conclude that assignment of this work to the Boilermakers' craft by Carrier constituted a violation of Rule 52(a). We shall sustain Part I of the claim as to said violation.

The record indicates that claimants H. H. Haustein and L. B. Schultz were engaged on their regular assignments on the shift during which the repairs were made and suffered no monetary loss as a result of the violation of Rule 52(a) supra. Hence, we shall deny Part 2 of the claim.

A W A R D

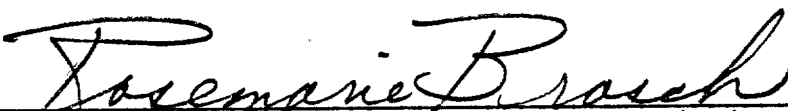
Part 1 of the claim is sustained.

Part 2 of the claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 14th day of October, 1977.

