

The Second Division consisted of the regular members and in addition Referee M. D. Lyden when award was rendered.

Parties to Dispute: { Sheet Metal Workers' International Association  
 {  
 { Missouri Pacific Railroad Company

Dispute: Claim of Employes:

1. That the Missouri Pacific Railroad Company violated the controlling Agreement, particularly Rule 97 and Transfer of Work Understanding of 1940 when on November 23, 1977 other than Sheet Metal Workers were assigned the disconnecting and connecting discharge pipes to air compressor after cooler at Pike Avenue Power House, North Little Rock, Arkansas.
2. That accordingly the Missouri Pacific Railroad Company be ordered to compensate Sheet Metal Workers P. C. McBride and J. W. Brooks four (4) hours each at the pro rata rate of pay for such 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.

Parties to said dispute waived right of appearance at hearing thereon.

Great emphasis has been placed on Rule 52, its interpretation and prior awards upholding the responsibilities of the Machinist Classification. The clause does not make specific comment with regard to the work in question. It does specify, "Machinists may connect and disconnect any wiring, coupling, or pipe connections necessary to make or repair machinery or equipment."

However, it was stated by the Carrier that, "The heat exchanger was removed for the purpose of making a 'water test' to determine if any leak existed", per Mr. Sayers' letter of July 30, 1979.

Likewise, Rule 97 specifies a Sheet Metal Worker is responsible for "The bending, fitting, cutting, threading, brazing, connecting, and disconnecting of air, water, gas, oil and steam pipes", and also, "and all other work generally recognized as sheet metal work".

Clearly, while the "Memorandum of Understanding", dated November 1, 1955 does not discuss Machinists duties, it does in fact define Sheet Metal Workers' duties. Section (B) therein does give credence to the Union's argument that "1(a) all pipe work in power plant buildings except lead caulked cast iron pipe and fittings and all underground lines" is the work of Sheet Metal Workers. Furthermore, written documentation by the General Chairman, Sheet Metal Workers' International Association to the Mechanical Superintendent, Missouri Pacific Railroad Company, dated 4/12/78 was not subsequently refuted wherein it was stated that, "I was in North Little Rock in January and made an inspection of this aftercooler with Local Chairman Davidson at that time and we agreed the aftercooler was Machinists' work after the Sheet Metal Workers disconnected their pipes, regardless of the flange fittings that Mr. Dent states had machine bolts that does not give the Machinists the right to disconnect flanges on pipes, the Sheet Metal Workers have bolted pipe flanges together for many years therefore, just because bolts were used is no reason to transfer this work to Machinists".

The point being that the Sheet Metal Workers' statement that they have been bolting pipe flanges together for many years deserves credence since nowhere in the testimony has the statement been denied.

It is true the Carrier has sought to maintain an harmonious work relationship as specified in its No Transfer of Work Understanding of May 1, 1940; wherein it states:

"Gentlemen:

It is not our policy to arbitrarily transfer work from one craft to another without an understanding having been had prior to the transfer with the appropriate representative of the employes and this policy will be followed.

Yours truly,

O. A. Garber  
Chief Mechanical Officer

C. A. Coad  
Special Asst. Personnel"

Lastly, the contents of the letter dated 9/28/79, International Assoc. of Machinists and Aerospace Workers was carefully reviewed. Subsequent search of all testimony in the case regarding the Machinists' comments its testimony is silent regarding its work authority.

It is the position of the Board predicated on the testimony supplied and on the evidence of the case as a whole that the work in question in this specific case was that of the Sheet Metal Workers.

It would appear from the testimony that the Sheet Metal Workers were present while the Machinists were performing their work assignment. It is the decision of

the Board that the Sheet Metal Workers shall be paid for the actual time it took to disconnect and connect the eight (8) bolts and in accordance with the contractual agreement regarding said payment.

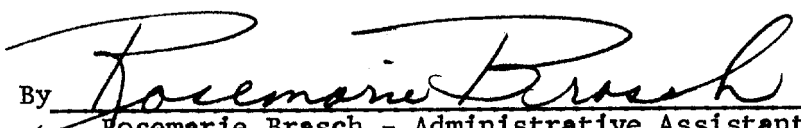
Based upon the testimony and evidence of the case as a whole, the decision of the Board is that the work performed was sheet metal workers work and that the two sheet metal workers in question shall be paid for the actual time it took to disconnect and connect the eight (8) bolts in question.

A W A R D

Claim is sustained.

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 29th day of October, 1980.