

The Second Division consisted of the regular members and in addition Referee Robert M. O'Brien when award was rendered.

Parties to Dispute: ( International Association of Machinists and  
( Aerospace Workers - AFL-CIO  
(  
( 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 Machinists' work of welding of the wear surface on two (2) wrecker trucks to the Blacksmiths' Craft at North Little Rock, Arkansas.
- 2.) That the Missouri Pacific Railroad Company be ordered to compensate Machinists A.P. Zajac, G.E. Syanley, M. C. Climer, F.F. Pruss, L.D. McLeod, J. M. Harper, L.R. Tippen, C. E. Lawhon, J.L. Hogue, J. A. Griesse, J.A. Stephens, J.K. Bennett, A.R. Pearson, and J.B. Wirges for eight (8) hours each at time and one-half per day for being denied the right to perform Machinists' work.

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 employes 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.

On November 19, 1979, Carrier brought two wrecker trucks into its Truck Shop at North Little Rock, Arkansas to be overhauled. Claimants, Machinists employed at the Shop, began overhauling the trucks by performing electric welding on the bolster wear surface, and on the wear surface on the side of the truck frame. However, when the Blacksmiths' local chairman advised the Carrier that this work had been performed by Blacksmiths for several years, Carrier ordered the Machinists to stop working on the wrecker trucks. Between November 27 and December 17, 1979, Blacksmiths completed the buildup of metal on the center plate and truck rider of the wrecker trucks by a combined electric welding/annealing process. The latter involves heating and cooling the metal to prevent brittleness.

The Machinists' Organization filed the instant claim contending that this work belonged to the Machinists employed at North Little Rock, Arkansas, by both contract and past practice. The Employees assert that Rule 52(a), the Machinists' Classification of Work Rule, clearly and unambiguously reserves oxyacetylene, thermit and electric welding to the Machinists' Craft. Rule 52(a) further provides that the work of laying out, fitting, adjusting, shaping, boring, milling, grinding and welding of metal used in building, assembling, removing and repairing trailer and engine trucks is recognized as Machinists' work. The Employees assert that when the Carrier arbitrarily transferred this work to the Blacksmiths' Craft it thereby violated Rule 52(a) and Rule 26(a) which reserved Machinists' work to none but mechanics or apprentices. The Employees submit that on this property the building up of wear surface on wrecker truck frames has been performed by Machinists as far back as 1953.

Clearly, this claim involves a jurisdictional dispute between two crafts on this property - the Machinists and the Blacksmiths. Both crafts maintain that the work in dispute is reserved to them by virtue of their respective Classification of Work Rules.

Our reading of those Rules- 52(a) of the Machinists' Agreement and 88 of the Blacksmiths' Agreement - compels us to conclude that neither contractual provision clearly and explicitly reserves this work to either craft. Yet, in our judgment the Blacksmiths have a better claim to this work by virtue of Rule 88 which grants them the right to perform "...welding,...heating, shaping and bending of metal ...". While Rule 52(a) reserves to Machinists the right to remove, repair and apply trailer and engine trucks and parts, Rule 52(a) does not specifically grant them the right to perform this work on wrecker trucks.

In the light of the ambiguity in both Rule 52(a) and Rule 88, it is appropriate to consider the past practice, if any, that has evolved on this property regarding assignment of the work in question. Although the Machinists and Blacksmiths both contend that their members have always performed this work, the weight of the evidence convinces this Division that in the past Blacksmiths have traditionally been assigned the work of building up worn parts on equipment similar to wrecker trucks by welding and annealing the new metal to the old metal. In our judgment, the Machinists have not persuasively refuted this practice. Thus, even if this work was not reserved to Blacksmiths by their Classification of Work Rule, it was most assuredly reserved to them by the past practice on this property. The work was simply erroneously assigned to Machinists for one day.

Inasmuch as the Employees have failed to establish that the buildup of the worn parts of the two wrecker trucks by welding and annealing was exclusively reserved to Machinists either by Rule 52(a) and Rule 26, or by the past practice on this property, the instant claim submitted by the Employees must be denied.

Form 1  
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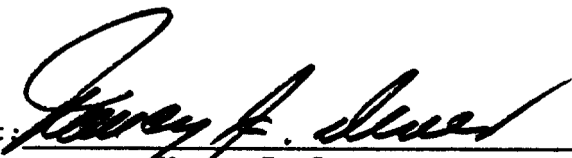
Award No. 9788  
Docket No. 9494--T  
2-MP-MA-'84

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
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Nancy J. Dever  
Executive Secretary

Dated at Chicago, Illinois, this 29th day of February, 1984