

The Second Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

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

Dispute: Claim of Employees:

That the Carrier violated the controlling agreement, and in particular, Rules 52(a), 26(a) and the transfer of work letter of understanding dated February 12, 1940, Item No. 1, when on Friday, September 25, 1981, a Blacksmith was assigned to weld a swing away rail section bearing block to the high rail in the truck shop of the Carrier's North Little Rock, Arkansas Shop. The item in question having been designed, laid out and fabricated by Machinist H. H. Hustin.

That, in restitution, the Carrier pay Machinist welder M. W. Rhodes, eight (8) hours pay at the time and one half differential rate.

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees 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 case is a claim for eight hours pay for Machinist Welder M. W. Rhodes. The dispute arises from the Carrier's assignment of a Blacksmith to install a swing away rail section bearing block hinge to the high rail in the Truck Shop at the Carrier's Pike Avenue Shop. This swing away rail section and bearing block was laid out and fabricated by a Machinist. The function of the device is to permit a section of rail to swing away from the rest of the track in order to allow the leg of a gantry crane to pass through the track. After the device had been fabricated, it became necessary for the bearing block hinge to be welded to the stationary rail.

The Machinists bases its claim on Rule 52 (a), Classification of Work, Rule 26 (a), Assignment of Work, and the fact that another swing away rail section has been maintained and repaired by Machinists for the past ten years. The Carrier contends the claim lacks rule support and that practice and the Blacksmith's Classification of Work Rule favor the Carrier's position.

There is no dispute over the assignment of a Machinist to fabricate the swing away rail section. Rule 52 (a) clearly provides that such work is specifically Machinists' work. Rule 52 (a) also states, in pertinent part:

"... oxyacetylene, thermit and electrical welding on work generally recognized as machinists' work..."

Rule 88 of the Blacksmiths' Agreement makes the same statement. Clearly, both are modified by the statement referring to work generally recognized as Machinists' or Blacksmiths' work. The fabricating of the swing away rail is Machinists' work. The question at issue then is whether or not that reservation of work extends to the welding necessary to affix the device to the rail. The Carrier dismisses the Machinists' reference to ten years of maintenance and repair on another swing away rail on the basis that such device is bolted, not welded to the rail. The record reveals the Blacksmiths have performed welding on rails for many years. This Board understands the Carrier's and Blacksmiths' views, but cannot agree that the work in question was essentially work on rails. Since the fabrication of the swing away rail is admittedly Machinists' work within the purview of Rule 52 (a), the Board finds the installation thereof to be work recognized as Machinists' work. The fact the installation required welding to the stationary rail does not act to extend the Machinists' jurisdiction to work on rails. This is a very narrow case involving one specific installation of a fabricated swing away rail. This award is made in reference to that instance only. Accordingly, we find the Carrier improperly assigned the work in question to the Blacksmiths. With respect to the restitution of eight hours pay, unrebutted evidence establishes the work involved approximately two hours of time. We, therefore, affirm this claim for two hours pay at the straight time rate.

AWARD

Claim sustained as per the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 4th day of September 1985.