

Award No. 2543

Docket No. 2219

2-NPTCoO-SM-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Carl R. Schedler when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 105, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Sheet Metal Workers)**

NORTHERN PACIFIC TERMINAL COMPANY OF OREGON

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier improperly assigned Maintenance of Way Employees to the erecting and assembling of sheet metal building to be used for Car Inspectors building at Guilds Lake freight yard, Portland, Oregon.

2. That accordingly the Carrier be ordered to:

a) Discontinue the use of employees other than employees of the Sheet Metal Workers craft in the assembling and, or, erecting, installing and dismantling buildings constructed of sheet metal ten gauge and lighter.

b) Compensate the following Sheet Metal Workers, M. J. Befort, George G. Lawrence, C. R. Flanders, A. S. Smith, A. C. Berberick, F. Egan and F. R. Paola fifty-six (56) hours each for work performed by Carpenters during the period from October 22 to 28, inclusive. In addition compensate Sheet Metal Workers J. F. Lauro, G. R. Copperstone, A. S. Smith, H. Sylvis and J. E. Diamond twenty-four (24) hours each for work performed by carpenters October 28 to 30, inclusive. Also compensate Sheet Metal Workers N. J. Befort and A. C. Gade for work performed by Bridge and Building Carpenters on January 5, 1954, for applying patented metal roofing to the above mentioned building, in the amount of eight (8) hours each.

EMPLOYEES' STATEMENT OF FACTS: On October 22, 1953 carrier started construction of metal building to be used for carmen inspectors' building and over the protest of local sheet metal committee, employees

department addition, the paint shop in the coachyard, and other buildings.

"Consequently, these claims are again declined.

"/s/ J. H. Jones, Manager."

What has been said hereinbefore applies also to this portion of the claims. The roof involved consisted of a prefabricated sheet or two of metal which came with the aforementioned Butler Metal Building from the manufacturer. The work involved was simply the fastening of same to the frame of the building extension. Here again is the construction of buildings, which this Division has held is work of the B & B Department.

As Mr. Marshall stated above, the carrier has used sheet metal workers to apply corrugated metal to wooden frames constructed by B & B carpenters. The carrier neither evades nor denies that fact. But in every instance where that has occurred, there has been cutting and fitting of the metal. The carrier does deny that such metal sheets were prefabricated. They come from the supplier in sheets, of course, and those sheets presumably are purchased in whatever size they are cut by the manufacturer to best fit the job at hand; but they are not the same as panels cut, designed, and fashioned to fit into predetermined places in the erection of a factory planned and made building.

In any event, the B & B men also have applied corrugated metal to a number of wooden frames on the property, definitely in conformity with Item 15 of Rule 3 of the M. of W. Agreement and Award No. 1656 of this Division. If there is a question here as to which of the two crafts should actually apply corrugated metal in strips or sheets where no cutting is involved, then the carrier must concur with this Division that the work belongs to the B & B Department carpenters. Therefore, if Petitioner contends that the roof involved in Gade's and Befort's claims is the same as a sheet or two of corrugated metal, the carrier still maintains it was B & B Department work and rightfully belonging to the carpenters-first class. In other words, if there has been an error in the past on the carrier's part, such error occurred when the sheet metal workers were permitted to apply any kind of sheet metal to building frames unless actual soldering or other tinsmithing work was required.

CONCLUSION: The carrier has clearly and definitely established that: First, the case should be dismissed unless the B & B employes are duly and properly notified by this Division of the pendency of this dispute;

Second, if not so dismissed, the claims should be denied as being without merit by reason of the work involved being clearly that of the B & B carpenters, and definitely **not** that of the sheet metal workers, hence not supported by claimants' agreement rules, Adjustment Board awards, or past practice.

The carrier earnestly and respectfully so requests.

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.

The parties to said dispute were given due notice of hearing thereon.

The claim in this dispute is based on facts similar to those in Docket No. 2217. In the instant case the building was a 16 x 28 foot metal building to be used for car inspectors. The second part of this claim for January

5, 1954, involves the application of a prefabricated roof. We will dismiss the claims involved herein for the reasons stated in Docket No. 2217. (Award No. 2541.)

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 8th day of July, 1957.