

Award No. 2555
Docket No. 2349
2-UP-SMW-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 105, RAILWAY EMPLOYEES'
DEPARTMENT, AFL (Sheet Metal Workers)**

UNION PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current applicable agreement the Carrier improperly assigned other than Sheet Metal Workers to the dismantling, assembling and adjusting shelves in the Store Department building at Cheyenne.

2. That accordingly the Carrier be ordered to:

a) Discontinue the use of employes other than employes of the Sheet Metal Workers craft in work that is spelled out in the Sheet Metal Workers classification of work rule.

b) Compensate the following members of the Sheet Metal Workers craft in the Water Service Department in the amount of forty hours each at their regular rate of pay per hour at the time of the violation.

Raymond E. Larson
John N. Hanlon
John R. Griffith
Ralph Lindauer
Edger N. Allen
Norman D. Gulliksen
C. L. Nace
Wayne W. Mills

EMPLOYEES' STATEMENT OF FACTS: On or about, March 18, 1955, carrier started a general adjustment of shelves in a store department building

ing parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron of 10 gauge and lighter, including brazing, soldering, tinning, leading, and babbitting in connection with sheet metal workers' work, the bending, fitting, cutting, threading, brazing, connecting and disconnecting of air, water, gas, oil and steam pipes; the operation of babbitt fires; oxyacetylene, thermit and electric welding on work generally recognized as sheet metal workers' work, and all other work generally recognized as sheet metal workers' work."

Neither of those rules contains any provision reserving exclusively to sheet metal workers the work of adjusting metal shelves. On the contrary, it is clear that the rules were limited in contemplation to the work of manufacturing, building and erecting certain parts made of metal, and that is precisely the way they have traditionally and customarily been construed in the practice on this property. Certainly, they do not include the mere adjustment of shelves, which traditionally on this property has always been performed by the employes who make use of the shelves.

That the periodic adjustment of the metal shelves in the stores department has not been exclusively reserved to sheet metal workers is further indicated by the fact that such work, at Cheyenne and other major stores department points on this carrier, has always been performed by the employes of the department, themselves, without previous protest or objection on the part of the organization.

There is absolutely no basis for the organization's contention that sheet metal workers have the exclusive right to perform this work. Accordingly, the entire claim, which is predicated upon that erroneous assumption, should, if not dismissed on jurisdictional grounds, be denied for its lack of merit.

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.

Eight (8) sheet metal workers of the Water Service Department claim forty (40) hours each, because Store Department employes were used in "dismantling, assembling and adjusting shelves in the Store Department." The carrier's response to the claim is, that "store department employes did not at any time perform work other than adjust spacing of shelves in racks to accommodate different size materials to be stored." The employes cite Rule 109 of the agreement of September 1, 1949, together with special agreement covering water service employes dated March 27, 1935. The employes show that they performed the original installation. The question is, are they entitled to the exclusive right to "adjust" the shelves thereafter? It should be pointed out that the shelves were designed so that they could be changed to fit varying needs, and could be operated to varying elevations. This Board finds that the operation of the shelves by store department employes is not violative of the cited rules. The work in question was not installation, assem-

bly, or fabrication, such as would customarily be done by sheet metal workers. The function performed was part of the storekeeping task of deciding which shelf should be adjusted to fit what part, and to make and try the adjustment. The present case is distinguished on the facts from those disputes between these same parties which were decided by sustaining Award No. 2372 (build and assemble a sheet metal pre-fabricated building) and Award No. 2357 (erecting and assembling sheet metal lockers).

The negative decision on the merits of this claim disposes of the need for any decision of the "third party notice" issue raised in defense.

AWARD

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 11th day of July, 1957.