

Award No. 2695
Docket No. 2522
2-AT&SF-SMW-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Thomas C. Begley when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Sheet Metal Workers)**

**THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY (Coast Lines)**

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement other than Sheet Metal Workers were improperly assigned to assemble and install metal lockers made of ten (10) gauge or lighter sheet metal in the Carrier's yard offices at San Francisco, California, December 13 and 14, 1955.

2. That accordingly the Carrier be ordered to:

a) Cease and desist from using other than Sheet Metal Workers to perform the aforesaid work:

b) Additionally compensate Mr. Q. B. James, Sheet Metal Worker, in the amount of fifty six (56) hours at the applicable rate of pay for the aforesaid violation.

EMPLOYEES' STATEMENT OF FACTS: Prior to December 13, 1955 the carrier purchased a number of prefabricated metal lockers from an outside manufacturing concern. These metal lockers were delivered to the carriers' property in individual package units. Each unit consisted of doors, backs, sides and tops and had pre-drilled holes for further ease in assembling. On December 13, 1955 the carrier officials assigned B&B Forces to uncrate and assemble twenty eight (28) of these metal lockers and install them in the carrier's yard offices at San Francisco, California for use of the yardmen to change their clothes as well as other purposes. The carrier recognized, prior to the present dispute, that the sheet metal workers had a contractual right to perform this work. (Exhibits A and B) Exhibit A is a time claim dated May 8, 1955 and the work involved in that dispute is identical to the work involved in the dispute now before your Honorable Board.

This is an indication of the intent of the rule and it is obvious that it was never intended to cover all sheet metal work regardless of where it is performed on the carrier's property, as contended by the employees.

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 employee 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.

On December 13, 1955, the carrier assigned B & B forces to uncrate and assemble 28 metal lockers that had been purchased from an outside manufacturer, and install them in the carrier's yard office at San Francisco, California, for use of the yard men in changing their clothes as well as other purposes.

The employees admit that the work was performed in the yard office at San Francisco but state that Rules 82 and 83 of the effective Agreement have been violated by the carrier.

The preamble of the effective Agreement reads as follows:

"The Agreement shall apply to employees of those Carriers who perform work outlined herein in the Maintenance of Equipment Department, Communications Department, Newton Rail Mill and Water Service Department under jurisdiction of the Operating Department."

The work involved in this claim was work performed in the yard office at San Francisco and was not work performed in the Maintenance of Equipment Department, Communications Department, Newton Rail Mill nor Water Service Department, which is outlined in the preamble of the effective Agreement. Therefore this claim must be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of December, 1957.