

Award No. 4794

Docket No. 4713

2-EJ&E-SM-'65

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 20, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Sheet Metal Workers)**

ELGIN, JOLIET & EASTERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That this carrier improperly assigned Maintenance of Way forces to the installation of partitions, of four (4) panels of twenty (20) gauge sheet metal and door plus end pieces approximately 10 ft. in width and approximately 17 ft. 6 inches by 7 ft. 3 inches in height in building 100, Room 101 on February 21, 1963, at Joliet, Illinois.

2. That accordingly, the Carrier be ordered to additionally compensate Sheet Metal Workers C. Mercier and L. Etheridge for sixteen (16) hours each at the applicable rate, account the afore-said violation. This is a continuous claim until it is satisfactorily settled.

EMPLOYEES' STATEMENT OF FACTS: At East Joliet, Illinois, the Elgin, Joliet & Eastern Ry. Co., hereinafter called the carrier, maintains a office building, maintenance shops and related buildings for the repair service of its equipment.

Sheet Metal Workers C. Mercier and L. Etheridge, hereinafter referred to as the claimants, are regularly employed by the carrier at East Joliet, Illinois as sheet metal workers to perform sheet metal workers work.

On February 21, 1963, carrier assigned maintenance of way forces to fabricate and install sheet metal partitions, of four (4) panels of twenty (20) gauge sheet metal and door plus end pieces approximately 10 ft. in width and approximately 17 ft. 6 inches by 7 ft. 3 inches in height in building 100, Room 101, Joliet, Illinois. Therefore, the work involved fabricating and installing of sheet metal partitions inside of building 100 Room 101.

This dispute has been handled with all officers of the carrier designated to handle such disputes, including the highest designated officer of the carrier all of whom have declined to make satisfactory adjustment.

them in the general foreman's office at East Joliet. The general foreman's office and the sheet metal shop are both located within the same building (the locomotive shop), and this most poignant example of all was carried out by B&B forces in plain view of the sheet metal workers who are claimants in this case. Not a single protest was uttered. In light of the history, and in light of these particular examples cited, it is clearly apparent that claimants' only objective here is to expand the scope of their agreement.

CONCLUSION

The carrier is confident that, considering the language of the controlling agreements (both the sheet metal workers' agreement and the Brotherhood of Maintenance of Way Employees' Agreement) and considering the undisputed, unchallenged practice of assigning identical work to B&B forces, it acted properly when it assigned B&B forces to perform the work on this instant occasion.

In view of the foregoing, the Carrier respectfully requests that the claims in this case be denied.

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.

Parties to said dispute waived right of appearance at hearing thereon.

The Memorandum of Understanding dated November 8, 1939, between the Carrier, the Shop Crafts and the Maintenance of Way employes, provides that sheet metal workers shall install sheet metal work except flashing and guttering of 10 gauge or lighter in specified zones. There is no dispute that the work involved here was within one of those zones. The fact that the work consisted of the installation of prefabricated sheet metal partition panels does not alter the work jurisdiction established by that agreement.

It is noted that the last sentence of part two of the claim is inappropriate in connection with a specific claim for work performed on a specified date, so this portion of the claim is denied.

AWARD

Claim sustained as limited by the findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 4th day of November, 1965.

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