



Award No. 5000

Docket No. 4823

2-AT&SF-SM-'66

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Donald F. McMahon when award was rendered.

PARTIES TO DISPUTE:

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

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

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the terms of the effective controlling Agreement, it was improper for Carrier Officials at San Bernardino, California to assign Sheet Metal Workers E. R. McCann and M. Withers to cut and fit new steel pipe of six inches (6") in diameter and then refuse to pay them the differential rate provided for in the Agreement for fitting up this size pipe.

THAT ACCORDINGLY THE CARRIER BE ORDERED TO:

2. Additionally compensate the two Claimant Sheet Metal Workers in the amount of six cents (\$.06) per hour as follows:

E. R. McCann - Three hours (3 hrs.) March 4,
Eight hours (8 hrs.) March 5, 6 & 7
Six hours (6 hrs.) March 8
Four hours (4 hrs.) March 11 and
Six hours (6 hrs.) March 21, 1963

or a total of forty-three hours. (43 hrs.)

M. Withers - Four hours (4 hrs.) February 20
Four hours (4 hrs.) February 21
Three hours (3 hrs.) February 25
Two hours (2 hrs.) March 1 and
Six hours (6 hrs.) March 20, 1963.

EMPLOYEES' STATEMENT OF FACTS: The carrier officials at San Bernardino, California decided it was necessary to put a filler attachment on the sand box lids of certain types of Diesel Locomotives as they went through the San Bernardino, California back shops for repairs. This filler attachment was cut from a piece of six inch (6") new steel pipe. It had to be fit to an exact template size. The angle of the cut was so critical that blue prints and templates were provided for this purpose by the carrier and given to the claimants so they could make the exact cut necessary to attach pipe to sand box cover. After the claimant sheet metal workers fitted the pipe to the templates, the fitted pipe was turned over to members of the boilermakers' craft, who welded the six inch (6") pipe to the sand box cover lids.

The carrier failed and refused to compensate the claimants at the rate of pay provided for in rules of the agreement.

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

The agreement effective August 1, 1945, as subsequently amended, is controlling.

POSITION OF EMPLOYEES: It is submitted that the foregoing statement of facts clearly reveals the carrier is in violation of Rule 86 (c) of the effective controlling agreement in not allowing the claimant sheet metal workers the differential rate for fitting up new steel pipe six inches (6") in diameter.

Rule 86 (c) states:

"(c) Sheet Metal Workers fitting up new pipe two and one-half inches (2½") inside diameter or larger shall be paid six cents (6¢) per hour above the minimum rate paid Sheet Metal Workers at the point employed.

MEMO No. 1: Paragraph (c) - It is not intended that this rule apply to such work as the fitting up of cast iron or wrought iron pipes of 2½" inside diameter or over, either with flange or hub connections."

The carrier's denial is apparently based on the mistaken assumption that this steel pipe must be threaded and fitted together in order that sheet metal workers be compensated at the differential rate. It is crystal clear by the language of Rule 86(c) that fitting pipe is the only requirement necessary to qualify a sheet metal worker to the differential rate. It is the position of the employees that when the carrier gives sheet metal workers a template and a blue print and orders them to cut this pipe to fit at an angle so critical they feel they should supply the sheet metal workers with blue prints and templates that this constitutes "fitting up of pipe". In order that there can be no misunderstanding by your honorable board, the pipe involved was new pipe as referred to in Rule 86(c). Furthermore, this organization protests the carrier including language in Rule 86(c) that is not there. We respectfully refer you to Rule 86(c) and then to the last paragraph on page one of Assistant to Vice-President Ramsey's letter dated April 20, 1964.

"Fitting" in mechanical parlance is defined as: "Coincidence of parts in contact; tightness of adjustment of adjacent parts," and a "fitter" is described as: "one who fits, adjusts or assembles component parts." Note that Rule 83 distinguishes between "fitting" and "cutting"; it is not disputed that the claimants cut the pipe to specification; however, the fitting of each piece to the sand box lid was subsequently accomplished by boilermakers, and it is not disputed that, in this particular case, such work was properly assigned to the boilermaker craft. Since the claimants simply cut the 6" pipe to specification and nothing else, they clearly did nothing that could be described as "fitting up" the pipe which they cut. The "fitting up", if any, was done in the instant case by the boilermakers. The work performed by the claimants therefore did not fall within the purview of Rule 86(c).

The work of "fitting up" must necessarily include two or more objects; i.e., one object cannot be fitted unless there is another to which the former is to be fitted. In this instance the claimants handled only one object, the length of 6-inch pipe, and they did not fit this pipe to any other object; therefore, they did not perform any act that could be described as "fitting up" and are therefore not entitled to the additional six cents per hour claimed.

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 employees 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 were given due notice of hearing thereon.

Claims here are made on behalf of two Sheet Metal Workers for pay at the differential rate for cutting and fitting new steel pipe of six inches (6") in diameter, for hours as listed in the dispute in the amount of six cents (\$.06) per hour for work performed; all due as provided in Rule 86(c) of the effective Agreement between the parties, as in the matter here where six inch (6") new steel pipe was involved.

The Organization relies on the provision of the effective Agreement herein, to support its contention that the work here performed consisted of Cutting and Fitting the pipe according to specifications required by Carrier, consisting of a template and a blue print, to cut the pipe and properly fit the angles as required by the blue print furnished by Carrier. Such work constitutes cutting and fitting as contemplated by Rule 86(c) referred to.

Carrier contends that such work performed by the employees, consisted only in cutting the pipe according to specifications furnished by Carrier. That the work performed here, in no way constitutes fitting the pipe, as alleged, and further contends that such "fitting up", if any, was furnished by employees of the Boilermakers craft, who performed such service by welding and fitting each piece of pipe to the sand box lids. Such work, all was performed within the provision of Rule No. 83, of the effective Agreement, and further that the provisions of Rule No. 86(c) has no application here.

Rule No. 83 Classification of Work – provides – among other classes of work,

“ * * * the bending, fitting, cutting, threading,” etc.

Rule 86(c) provides:

“(c) Sheet Metal Workers fitting up new pipe two and one-half (2½) inches inside diameter or larger shall be paid six cents (6¢) per hour above the minimum rate paid Sheet Metal Workers at point employed.”

The question to be determined here, is, does Rule 86(c) apply? If work requiring “fitting” was performed, the claim should be sustained.

The Board is of the opinion that the work here performed by Sheet Metal Workers in addition to pipe cutting, constitutes the fitting of pipe, in that such fitting was accomplished when Carrier required the use of a template and a blue print, in order that the precision work required in cutting the pipe and fitting to specifications required.

The pipe was prepared properly by Carrier's requirements. The fitting was accomplished when the pipe, under specifications was prepared ready as fit for service, to be correct in shape, size, etc.

There was no requirement on the Boilermakers, nor is there any evidence they in any way performed fitting service as contended by Carrier. Their only fitting function performed here consisted of welding the pipe and fitting to the said box lids, which work as conceded by the parties is properly Boilermaker work.

In view of the foregoing Opinion and Findings the claims here are proper and should be sustained.

AWARD

Claims sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 5th day of December, 1966.