Award Number 5947
Docket Number 5811
2-SP-(PL)-SM- '70

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 114, RAILWAY EMPLOYES' DEPARTMENT, A. F. of L.—C. I. O.
(Sheet Metal Workers)

SOUTHERN PACIFIC COMPANY
(Pacific Lines)

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier violated the provisions of the current Agreement when they improperly assigned other than Sheet Metal Workers to: cut, thread, weld, fit and apply air pipelines in the Roller Bearing Shop, fabricate pipe Guard rails and install same in the following locations: Old Car Wheel Shop, New Car Wheel Shop, outside crane, entrance platform, beneath outside crane, and in addition, to cut, thread, weld and fit an air pipeline to the outside crane at the New Car Wheel Shop, all located at and part of the Carrier's General Shops at Sacramento, California, on or about February 15, 1968 to and including March 22, 1968, consuming a total of 356 man-hours of work.

2. That accordingly, Sheet Metal Workers G. I. Hennegan, J. B. Lee, G. Zarzana, M. Separavich, A. Luini and J. Walker each be additionally compensated in the amount of fifty-nine (59) hours each at their established rate of pay for this violation.

EMPLOYES STATEMENT OF FACTS: On or about February 15, 1968 to March 22, 1968, the Southern Pacific Company (hereinafter referred to as the carrier) assigned employes of its water service forces to cut, thread, weld, fit and install an air pipline in their roller bearing shop and an air pipeline to an outside crane at their new car wheel shop, which work included approximately two hundred and thirteen (213) feet of one inch (1") pipe and the fitting together of nineteen (19) threaded pipe fittings, i.e.: Tees, Ells, Unions and Pipe Coupling in additions to eight (8) one inch (1") pipe hangers.

Also, and in addition to the above, the aforementioned water service employes were assigned to cut, weld and fit and install guard rails made of one and one-half inch (1 1/2") pipe at various locations: adjacent to the old car wheel shop, around certain wheel lathes in the new car wheel shop, around an outside crane entrance platform and beneath an outside crane at the new car wheel shop, which work consumed approximately eight hundred and eighty (880) feet of one and one-half inch (1 1/2") pipe and included 264 welded

was denied by this Division's Award 4875 (quoted previously in this submission).

In light of the foregoing it is petitioner's obvious intent in progressing the instant claim to this Division to extend to carrier's employes who are represented by the petitioner work to which such employes have admittedly never enjoyed an exclusive right.

CONCLUSION: Carrier asserts the instant claim is entirely lacking in merit or agreement support and requests that it be denied.

All data herein have been presented to the duly authorized representative of the employes and are made a part of this particular question in dispute.

Carrier reserves the right, if and when it is furnished with the submission which has been or will be filed ex parte by the petitioner in this case, to make such further answer as may be necessary in relation to all allegations and claims as may be advanced by the petitioner in such submission, which cannot be forecast by the carrier at this time and have not been answered in this, the carrier's initial submission.

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 sole issue to be determined herein is whether or not certain work performed by Maintenance of Way Department employes belonged "exclusively" to the Sheet Metal Workers.

The work in question was performed during the period of February 15, 1968 to March 22, 1968 at Carrier's General Shop, Sacramento, California and said work consisted of the following:

(1) Cut, thread, weld, fit and install air pipeline, using some 110 feet of one inch pipe and about a dozen fittings, in the Roller Bearing Shop.

(2) Cut, thread, weld, fit and install air pipeline, using some 103 feet of one inch pipe and appropriate fittings and hangers, to the outside crane at the New Car Wheel Shop.

(3) Fabricating one and one-half inch pipe guard rails and installing them at four locations:

(a) Old car wheel shop
(b) New car wheel shop
(c) Outside crane entrance platform
(d) Beneath outside crane

The Organization relies on Carrier allegedly violating Rule 77, Rule 33(a) and Memorandum "A" of April 17, 1942 between the parties.

The Organization's position is that inasmuch as the work here in dispute was under the jurisdiction of the General Superintendent of Motive Power and described in the Maintenance of Equipment Group of Accounts, Uniform System of Accounts, the work therefore was wrongfully taken from the Shopcraft Sheet Metal Workers and assigned to others not entitled to perform such work in accordance with custom and practices at the Sacramento General Shop, Sacramento, California.

In support of its position that the petitioners do not have the exclusive right to the work here in question, Carrier has cited this Board's Award No. 4875, involving the same parties to this dispute and a similar issue as before us in this instance.

In said Award No. 4875, the Board stated:

"In the dispute here, the Organization makes claim for 4 hours' pay for each of the named employes, contending that the work required was assigned to Maintenance of Way Department employes. The work required was the fabrication of safety guard railing being installed at the Diesel Locomotive Erecting Shop, at Sacramento, California, December 10, 1963.

"It has been shown that the work so performed by M. W. employes, is similar to work performed by such employes, as well as Sheet Metal Workers who also have performed such services on this property for Carrier.

"Carrier relies upon the provision of Rule No. 77—Classification of work. It will be noted that said rule excepts work performed by Maintenance of Way Department employes.

"A reading of Memorandum "A" in the Agreement effective here, and dated April 17, 1942, is applicable here, and agreed to by this Organization.

"In view of the foregoing we conclude that the Organization here, does not have the exclusive right to perform the work as alleged here."

Finding said Award not palpably erroneous and controlling in this instance, we are compelled to deny the claim.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 19th day of June, 1970.

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