

Award No. 6253
Docket No. 6118
2-T&P-SM-'72

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee John J. McGovern when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 121, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Sheet Metal Workers)**

THE TEXAS AND PACIFIC RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Texas and Pacific Railway Company violated the controlling agreement, particularly, Rules 21(a) and 63 when on January 27, 1969, and continuing through January 31, 1969, the Carrier improperly assigned employees of the Store Department at Fort Worth, Texas, the duties of installing and assembling nineteen (19) metal lockers.

2. That the Texas and Pacific Railway Company be ordered to compensate Sheet Metal Workers E. W. Sparks and E. C. Murray for sixteen (16) hours each at the punitive rate of pay for said violation.

EMPLOYEES' STATEMENT OF FACTS: At Fort Worth, Texas, the Texas and Pacific Railway Company, hereinafter referred to as the carrier, maintains a shop known as Lancaster Shops for the repair of locomotive cars and other equipment. Sheet Metal workers are employed by the carrier at its Lancaster Shops, to perform such work accruing to them as specified in the current controlling agreement.

On January 27, 1969, and through January 31, 1969, between the hours of 7:30 A. M. and 3:30 P. M., Mr. Marshall Sinclair improperly assigned Store Department Clerks B. E. Sinclair and J. B. Bowen the duties of assembling nineteen (19) metal lockers constructed of twenty-six (26) gauge metal, at the Lancaster Shops store room, Fort Worth, Texas.

The assembling of lockers pursuant to the applicable provision of the controlling agreement was discussed with Terminal Master Mechanic C. H. Cavinee and Mr. Marshall Sinclair prior to assignment, advising that assignment to other than Sheet Metal Workers would be a violation of the agreement.

The clerks in assembling the metal lockers used drill wrenches, etc.

Federation No. 121 apply only to those performing the work in the Maintenance of Equipment Department. Since the lockers in question were assembled in the Store Department by Store Department employes, the Agreement covering the employes in the Locomotive Department at Fort Worth, including the Claimants, has no application to the dispute. It follows that the claim should 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.

Pre-fabricated lockers were ordered by the Store Department of the Carrier. When they were delivered, they were assembled by Clerks in that Department. Claimant Sheet Metal Workers have filed the instant claim, alleging that such work belongs to their craft and in pursuance thereof direct our attention to Rule 63 of the Agreement, the Classification of Work Rule, which basically outlines in considerable detail the work to be performed by Sheet Metal Workers including but not limited to "assembling".

The Agreement between the parties contains the following language:

"It is understood that these rules shall apply only to those performing the work as specified in this Agreement, **in the Reclamation Plant and Maintenance of Equipment Department.** (Emphasis ours.)

The work of assembling the lockers was a relatively simple procedure. The classification of work rule states that Sheet Metal Work shall consist of "assembling — parts made of sheet, copper, brass, tin, zinc, white metal, lead, etc., but such work must be performed in the Reclamation Plant and Maintenance of Equipment Department by the terms of the Collective Bargaining Agreement. There is nothing in said Agreement which would preclude the instant work from being performed in the Stores Department. (Awards 2695, 2625, 3171, 3172). We will deny the claim.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: E. A. Killeen
Secretary

Dated at Chicago, Illinois, this 3rd day of March 1972.

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