

The Second Division consisted of the regular members and in addition Referee Irving R. Shapiro when award was rendered.

Parties to Dispute: { Sheet Metal Workers' International
 { Association
 {
 { Louisville and Nashville Railroad Company

Dispute: Claim of Employees:

1. That the Louisville and Nashville Railroad Company violated the controlling Agreement, particularly Rule 87, on August 2, 1972, when they improperly assigned Electrician Sidebottom the duty of disconnecting and connecting freon lines, blowing out dirt particles and metal from compressor, disconnecting and connecting filter dryer to air-conditioning unit, Special Service Office, Union Station, Louisville, Kentucky.
2. That accordingly the Louisville and Nashville Railroad Company be ordered to compensate Sheet Metal Worker O. B. Pearson for eight (8) hours at the pro rata rate of pay for such violation.

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 were given due notice of hearing thereon.

Petitioner charges a violation of Classification of Work Rule 87 of the controlling agreement in that Carrier assigned an Electrician to, "disconnect freon lines, blowing out dirt particles and metal from compressor, disconnecting filter, applying new dryer and connecting filter and dryer up on air compressor...."

Except for the fact that Rule 87 refers to "... connecting and disconnecting of ... gas ... pipes;" as work of the Sheet Metal Worker Classification we would be compelled to deny this claim without further comment.

In Awards 6774, 6775, 6776 and 6777 Petitioner's claims were sustained where the work involved "piping", namely the laying of copper freon pipe from a compressor to a cooling unit. In the instant claim, Carrier assigns one, other than a Sheet Metal Worker to perform a routine maintenance and servicing function which, in order for it to be performed, the freon pipe lead had to be disconnected and reconnected. No "piping" work was required or done. Nothing in Rule 87 specifies that blowing out of dirt particles and metal from compressor or work with relation to the filter dryer is exclusively part of the Sheet Metal Worker's work. In fact, in Petitioner's Exhibit AA, page 2, Petitioner's International Representative in a report to its International Vice-President on his joint check of the work assignments states:

"... it is my understanding that all the repairing to these small individual units (referring to air-conditioners) were made by the electrician at his bench. This work on these small individual units consisted of making, repairing, applying and removing of freon gas lines and the pumping up of the unit with freon gas..."

It is thus eminently clear and admitted that normal repair, maintenance and servicing of air-conditioning units and their component parts, had been, without prior complaint, regularly and over an extended period of time, assigned to electricians to perform and this function became thereby, a part of the work of their classification. This is clearly differentiated from the laying or installing of lengths of new pipe, fittings and appurtenances with relation thereto.

By letter agreement dated July 13, 1943, reaffirmed October 31, 1949 and made a part of the controlling agreement as Appendix "A", Petitioner's representative in System Federation No. 91 joined in the following:

"Effective from this date, we, the undersigned agree that no general chairman, or other officer, representative or member of any of the Organizations signatory hereto, will individually request management to take work from one craft and give it to another craft.

It having been clearly established by its own spokesman that the work involved in this claim had been regularly done by employees of the Electrician Craft, Petitioner's action was contrary to its Agreement as set forth in Appendix "A" of the controlling agreement. The work involved cannot be construed as falling within the purview of Rule 87.

Form 1
Page 3

Award No. 6778
Docket No. 6611
2-L&N-SM-'74

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 21st day of October, 1974.

