

The Second Division consisted of the regular members and in addition Referee Robert A. Franden when award was rendered.

Parties to Dispute: (International Association of Machinists
(and Aerospace Workers
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(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated the controlling Agreement, particularly Rules 26(a) and 52(a), when they arbitrarily assigned Sheet Metal Workers to apply the water jacket cover plate to Gardner Denver WBG air compressor #5215.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Machinist G. E. Stanley in the amount of four (4) hours' pay at a Machinist's punitive rate of pay, retroactive to October 24, 1975, for every time Sheet Metal Workers apply water jacket cover plates to air compressors.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

Notice was served on the Sheet Metal Workers who filed a submission herein.

This is a claim based on the alleged improper assignment of work reserved to the machinists under their classification of work rule to the sheetmetal workers. The work complained of is the replacement of water jacket cover plates on a water-cooled air compressor.

The carrier has taken the position that the work is more nearly described in the sheetmetal workers' classification of work rule and that the practice on the property for the past fifteen (15) years has been to assign the work in question the sheetmetal workers. The claimant has responded that past practice is applicable in determining a dispute of this nature only when there is ambiguity in the rule.

The machinists' classification of work rule reads as follows:

"RULE 52. (a) Machinists' work, including regular and helper apprentices, shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling, and grinding of metals used in building, assembling, maintaining, dismantling and installing machinery, locomotives and engines, (operated by steam or other power), engine inspecting; pumps, engine jacks, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery, shafting and other shop machinery, ratchet and other skilled drilling and reaming except on drill presses; tool and die making, tool grinding, axle truing, axle, wheel and tire turning and boring; air equipment, lubricator and injector work; removing, replacing grinding, bolting and breaking of all joints on exhaust pipes and super-heaters; oxyacetylene, thermit and electric welding on work generally recognized as machinists' work; the operation of all machines used in such work; machine and link grinding and passenger motor cars; removing, repairing and applying trailer and engine trucks and parts thereof; cab stands or sheets, waste sheets, runningboard brackets, headlight brackets, hand rail brackets, smoke stack saddles, smoke stacks, sand boxes and dome castings; locomotive spring and spring rigging work, driver brake and brake rigging; and all other work generally recognized as machinists' work. Machinists may connect and disconnect any wiring, coupling, or pipe connections necessary to make or repair machinery or equipment."

The particular wording, relied upon by the claimant is set out in the following extrapolation from the Rule:

"Rule 52(a). Machinist work, including regular and helper apprentices, shall consist of laying out, fitting, of metals used, building, assembling, maintaining locomotives and engines (operated by steam or other power), engine inspecting; pumps air equipment, and all other work generally recognized as machinists' work."

The interpretation of any rule requires that the rule be read in its total context. As we read the rule without the deletions found in the claimant's extrapolation, we are unable to find that the work which is the subject of this claim is specifically reserved to the machinists under Rule 52(a).

Rule 97, The Sheetmetal Workers Classification of Work Rule, awards to the sheetmetal workers pipefitting and other work dealing with the connecting and disconnecting of air, water, gas, oil and steam pipes. Again, the rule does not specifically reserve the work in question.

In that we have made a finding that the rules in question are ambiguous as to whether or not the work in question is specifically reserved under the classification of work rules, it is appropriate for us to look to the past practice of the carrier in awarding the work in question. It is uncontroverted that the work in question has been assigned to the sheetmetal workers for the past fifteen (15) years without a claim being filed by the claimant organization herein. In this case we find the past practice to be controlling. The claimant has failed to prove the basic element of his claim, to-wit: that the work in question is machinists work under the agreement between the organization and the carrier. Absent that finding we are unable to come to a conclusion that the carrier breached the agreement by maintaining its past practice of fifteen (15) years by assigning the work in question to the sheetmetal workers. We find that the agreement was not violated.

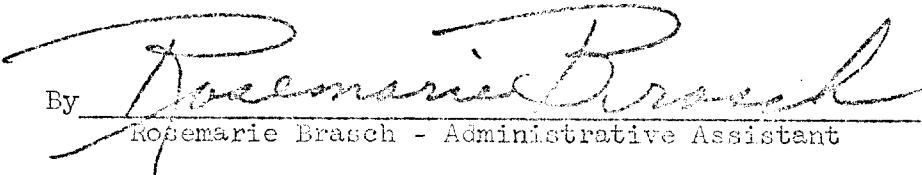
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 1st day of November, 1978.