

The Second Division consisted of the regular members and in addition Referee George E. Larney when award was rendered.

Parties to Dispute: { System Federation No. 99, Railway Employees'  
                          { Department, A. F. Of L. - C. I. O.  
                          { (Blacksmiths)  
                          { Illinois Central Gulf Railroad Company

Dispute: Claim of Employees:

1. That the Illinois Central Gulf Railroad has violated the controlling agreement particularly Rule 97, at Paducah, Kentucky by assigning work to Machinists that is Blacksmith work under their classification of work rules and work historically performed by Blacksmiths.
2. That accordingly, the Illinois Central Gulf Railroad be ordered to compensate Blacksmiths T. M. Hooper, J. L. Moore, M. O. Thompson, and M. D. McCoy five (5) hours each at the pro rata rate for being denied their right to weld plates on the side pedestals of truck frames.

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.

Four (4) Claimants of the Blacksmith craft contend its jurisdiction of work was improperly encroached upon when, machinists in the truck shop at Paducah, Kentucky were assigned and subsequently performed the work of welding plates on the sides of pedestals on locomotive truck frames, beginning April 29, 1977 through May 4, 1977.

In the instant case, both Labor Organizations, the Blacksmiths, the party at interest and the Machinists, the intervenor or third party, contend their respective Classification of Work Rule grants them jurisdiction to perform the disputed work of welding plates on the sides of pedestals on locomotive truck frames. In support of their position, the Blacksmiths

assert that since 1927 when the Paducah Shops opened, the Blacksmiths have always built up the pedestals and that any remodification by welding on truck frames has always been Blacksmith's work. The Blacksmiths cite as additional evidence regarding their jurisdiction over the disputed work a letter from Carrier's Director of Personnel to the Organization's Local Chairman dated March 22, 1977, setting forth a settlement on claim of eight (8) hours pertaining to the very same issue as that being considered in the instant case and involving the very same two labor organizations. The letter reads in pertinent part as follows:

"As settlement of the claim (i.e. machinists performing blacksmiths work by welding plates on the side pedestals on truck frames), I agreed to allow Mr. Stroud 8 hours at the pro rata rate with the understanding that the work in question is blacksmith's work." Parentheses Added.

The Machinists take the very emphatic position that not only do the Blacksmiths not have an exclusive right to perform the disputed work they, in fact, have no right whatsoever to said work as such work is specifically reserved to Machinists by their Classification of Work Rule 61 which states in relevant part:

"Rule 61. Machinists work shall consist of laying out, fitting, adjusting, shaping, ... metals used in building, assembling, maintaining, dismantling and installing locomotives ... oxy-acetylene, thermit and electric welding on work generally recognized as Machinists' work; ... ." (Emphasis by the Machinists)

The Machinists argue that the above cited language in reference to work on locomotives cannot be found in the Blacksmith's Classification of Work Rule (Rule 97), or for that matter in any of the other Crafts' Classification of Work Rule. Thus, the Machinists contend that on the basis of their Classification of Work Rule language, which they assert is clear and unambiguous, they have jurisdiction of the disputed work. Furthermore, it is the position of the Machinists that the pedestal work in dispute has contractually and historically been performed by Machinists at the Paducah Shop. In contradiction to part of the Blacksmiths' position, the Machinists assert there has not been any change in the method of accomplishing the pedestal repair work. Machinists declare that pedestals were never built up with a weld by Blacksmiths, and then machined to the actual size by Machinists. Rather, the Machinists state, Carrier has acquired thousands of diesel locomotive trucks since the early 1950's to the present time and that a large percentage of the older trucks have been rebuilt and truck pedestal plates/shims applied exclusively by Machinists at the Paducah Shop.

The Carrier takes the position that the Blacksmiths' Classification of Work Rule (Rule 97), does not contain any language showing that the work of attaching plates to truck frames is reserved to Blacksmiths. Absent such language, the Carrier argues that the burden is on the Organization to show through an examination of history, custom and tradition that the work in question has been exclusively assigned to and performed by members of the Blacksmith craft on a system-wide basis; and this, the Carrier asserts, the Blacksmiths have failed to show. Furthermore, Carrier maintains that in the past, other than Blacksmiths have welded plates on locomotive truck frames. Carrier states that through past practice, it has been machinists' work to weld metal plates on the sides of pedestals on locomotive truck frames at the Paducah Shop. However, notwithstanding their recognition that the disputed work has been performed by Machinists as a matter of past practice, the Carrier refutes the Machinists' contention too, that their Classification of Work Rule (Rule 61), grants them the exclusive right to perform the work in question.

Finally, with respect to the Carrier's aforementioned March 22, 1977 settlement letter, Carrier argues the letter must be ignored for two reasons: (1) As the Director of Personnel at the Paducah Shop is not the highest officer designated by Carrier to handle labor disputes, such understandings made by that person in the settlement of a claim does not establish precedent for future claims of a similar nature; and (2) The content of the letter was based on erroneous information received by the Director of Personnel from various individuals in the shop.

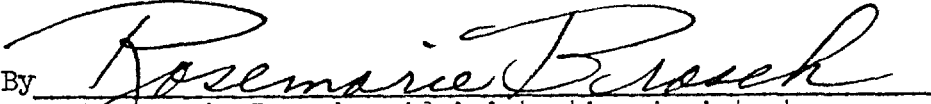
After a thorough review of the record, this Board is persuaded that neither Labor Organization has, through their respective Classification of Work Rule, been granted an exclusive right to perform the work here in question. Notwithstanding either Carrier's March 22, 1977 letter resolving the same issue in favor of the blacksmiths' craft or the record before the Board is replete with assertion on the part of all parties here concerned, we nevertheless conclude on the basis of past practice that the work in dispute has been assigned and performed by members of the machinists' craft at the Paducah Shop. Therefore, the Board finds the instant claim must be denied.

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 11th day of July, 1979.