

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

Parties to Dispute: { International Association of Machinists and
Aerospace Workers
{ 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 transferred the work of replacing the axle inlet and outlet door channels to the axle cleaning machine in the Wheel Shop at North Little Rock, Arkansas, from the Machinists' Craft to the Boilermakers' Craft.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Machinists D. M. Chisam, T. E. Burke, H. H. Welch, J. B. Wirges, E. E. Heater, R. D. Davis, H. G. Hall, and C. C. Jones in the amount of sixty-four (64) hours to be divided equally among them at the punitive rate of pay for Machinists for being denied the right to perform Machinists' work on the inlet and outlet door channels to the axle cleaning machine.

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.

The eight aforecited Claimants are members of the Machinist Craft and are employed at Carrier's Wheel Shop Facility located at North Little Rock, Arkansas. The Wheel Shop is a completely automated car wheel assembly line and within the line is an axle cleaning machine located in the axle storage room. This machine is used, according to the Carrier, to clean reclaimable freight car axles once a part of wheel sets which have routinely been removed from cars and locomotives when inspections have revealed the wheels fail to meet established standards or for other various reasons. The axle cleaning machine is described by the Carrier as follows:

"In essence the device is a large steel box or housing. A conveyor belt passes into and out of this box through doors near the top of the box. Inside the box-like structure the axle is cleaned by being blasted with steel shot propelled at high speed."

And in describing part of the machine's construction, Carrier states:

"The doors through which the conveyor belt passes are hinged at the top and open outward and upward to admit the axles. To provide both a stop and a means of sealing the door openings, 1/8" X 1" X 1" angle iron is welded inside the axle cleaner housing around the perimeter of the door opening. When the doors are closed, they rest against these angle iron door channels which overlap the perimeter of the door and prevent the escape of the steel shot particles."

The Carrier relates that because the various parts of the axle cleaner inside of the housing are continuously subject to the scouring action of steel shot, it is necessary, on occasion, to replace these parts. In the instant case, the axle cleaning machine underwent repairs due to blast fatigue on date of August 26, 1976. A part of the repairs included replacing the inlet and outlet door channels. Carrier assigned this specific task to employees of the Boilermakers' Craft even though an objection was raised at the time by the Machinist Local Chairman that the work of replacing the door channels belonged to the Machinists' Craft.

The Machinists' Organization, hereinafter referred to simply as the Organization, takes the position the disputed work was misassigned by the Carrier, basing its assertion on the clear and unambiguous language of both Rules 26(a) and 52(a) of the Controlling Agreement, bearing effective date of June 1, 1960. In relevant part, Rule 26(a) reads as follows:

"ASSIGNMENT OF WORK: RULE 26(a). None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft ..."

And in whole, Rule 52(a) reads as follows:

"MACHINISTS' CLASSIFICATION OF WORK: RULE 52(a). Machinists' work including regular and helper apprentices, shall consist of laying out, fitting, adjusting, shaping, boring, slotting, millins, and grinding of metals used in building, assembling, maintaining, dismantling (See Note A) 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 (see note B); 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 superheaters, 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, hand rail brackets, sand boxes, and dome castings; locomotive spring and spring rigging work, driver brake and brake rigging (see Note C); 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 Organization contends that Rule 52(a) reserves to it the work of "Maintaining ... other shop machinery", and that this language clearly and unambiguously covers the repair work in question here, that of replacing the channel doors of the axle cleaning machine. In further support of its position, the Organization relies on Second Division Award 6762 in which the Board stated in part the following:

"The Boilermakers Classification of Work Rule 62(a) reads in pertinent part as follows:

'I-beams, channel iron, angle iron and T-iron
... in connection with Boilermakers' work.'

Careful reading of the foregoing language indicated that the express provisions of Rule 52(a) described as Machinists' work the laying out, fitting, adjusting, shaping, boring, milling, and grinding of metals used in building and assembling ... machinery ... pneumatic and hydraulic tools and machinery ... and other shop machinery ...' It is noted that no express qualifications of limitation on the size or gauge of metal is contained therein. On the other hand, the language in Rule 62(a) encompasses 'I-beams, channel iron, angle iron and T-iron ...', i.e. such material may be worked by Boilermakers on condition that it is used in Boilermakers' work.

Consistent with the foregoing express language we find that the work of building the frame for the coupler straightener; a piece of hydraulic shop machinery; was Machinists' work under the Agreement. Accordingly, assignment of this work to the Boilermakers' Craft by the Carrier constituted a violation of Rule 52(a). We shall sustain Part 1 of the claim as to said violation."

The Carrier takes the position that the work in question is not reserved by rule or practice exclusively to the Machinists' Craft. To the contrary, Carrier asserts that the work was appropriately assigned to employees of the Boilermakers' Craft based on that Organization's Classification of Work Rule - Rule 62(a) of the Controlling Agreement. Rule 62(a) reads in whole as follows:

"BOILERMAKERS' CLASSIFICATION OF WORK: RULE 62(a).
Boilermakers' work, including regular and helper apprentices, shall consist of laying out, building or repairing boilers, tanks and drums; inspecting boilers and staybolts; patching, riveting, chipping, calking,

"flanging and flue work in fire box; building, repairing and applying steel cabs; applying steel runningboards, and steps; laying out and fitting up any sheet iron or sheet metal work made of 16-gauge iron or heavier in connection with boilermakers' work, including pressed steel fronts and doors, all flue work in front end; inspecting, adjusting, and repairing front end netting and draft appliances; ash pans and rigging; engine tender and steel underframes and steel tender truck frames, except where other mechanics perform this work; removing and applying all staybolts, radials, flexible caps and sleeves, crownbolts, stay rods and braces in boilers, tanks and drums; bumping of crown sheets and staybolts; tapping out holes and running in stay bolts in new and old work; driving staybolts; applying arch tubes; operators of punch and shear machines except for cutting bar stock and scrap; operating pneumatic staybolt prakers, pneumatic hammers, bull and yoke riveters; boilermakers' work in connection with the building and repairing of steam shovels, derricks, booms, housing circles and coal buggies; I-beams, channel iron, angle iron and T-iron, steam, air and water tight work in connection with boilermakers' work; drilling, cutting and tapping and operating rolls, except as provided for in Rule 63; oxyacetylene, thermit and electric welding on work generally recognized as boilermakers' work in the Maintenance of Equipment Department."

Carrier contends the axle cleaning machine is a housing device and notes the door channels are fabricated out of heavy gauge angle iron. Therefore, concludes the Carrier, it logically follows that the disputed work belongs to the Boilermakers' Craft based on the language of Rule 62(a). Furthermore, Carrier avers, the disputed work has been performed by the Boilermakers from the beginning, whenever it was necessary to replace the door channels and therefore based on past practice alone, the work in question belongs to the Boilermakers' Craft and therefore was properly assigned on the claim date, August 26, 1976.

Upon a close examination and review of all the evidence of record, the Board arrives at the following determinations:

1. Neither party has placed before us sufficient evidence in support of which Craft, that of the Machinists or Boilermakers, has performed the disputed work in the past, and therefore we are unable to apply this test in our deliberations in the case at bar.
2. Absent the application of past practice, we are faced with making a determination as to which of the two Crafts' Classification of Work Rules cited above - either Rule 52(a) or 62(a) would best cover the disputed work. We move to make this determination notwithstanding Carrier's objection that in so comparing the two Organization's classification of work rules, the "Board opens the door to becoming, in essence, an absentee first line supervisor ..."

In making a comparative analysis of Rules 52(a) and 62(a), we find that the work in question, that is, replacing the inlet and outlet door channels of the axle cleaning machine, is better covered under Rule 52(a), the Machinists' Classification Work Rule than under the Boilermakers' Rule 62(a). We therefore, accordingly, rule to sustain the instant claim and to award each of the Claimants eight (8) hours pay at the prevailing pro rata rate in existence for their job classification at the time the claim arose.

A W A R D

Claim sustained. Each Claimant to receive eight (8) hours pay at the pro rata rate for their job classification in existence at the time the claim arose.

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 January, 1981.