

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

Parties to Dispute: { Sheet Metal Workers' International Association  
{ Southern Pacific Transportation Company

Dispute: Claim of Employees:

That claimants, Sheet Metal Workers R. C. Saber and J. DeFrisco be paid by Carrier, (16) sixteen hours pay each at their pro-rata rates.

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 employees 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.

On May 28, 1980, the Carrier assigned Carmen to disconnect and remove 18 gauge and 22 gauge sheet metal blower pipe from machinery in an ostensibly abandoned Car Department at Sacramento. Previously, pursuant to a November 1, 1979 agreement between the Organization and the Carrier, the two Sheet Metal Worker positions at Sacramento Car Shop No. 9 had been transferred to the new facility at Roseville, California. Claimants are regularly assigned Sheet Metal Workers at the Carrier's Heavy Locomotive Maintenance Plant which is adjacent to Car Department No. 9.

The Organization contends the Carrier violated Rules 33, 36 and 77 of the applicable agreement when it assigned other than Sheet Metal Workers to dismantle the exhaust pipe system in Car Shop No. 9 especially since the equipment had been installed by Sheet Metal Workers. The Organization asserts the following language in the Classification of Work Rule (Rule 77) expressly and specifically covers the disputed work: "Sheet Metal Workers' work shall consist of ... dismantling ... parts made of sheet ... iron of 10 gauge or lighter ... and all other work generally recognized as Sheet Metal Workers' work."

The Carrier claims it had the discretion to assign the disputed work to Carmen since all regular Sheet Metal Workers at Car Shop No. 9 had been transferred to Roseville. The Carrier argues that, in this case, the special skills of the sheet metal craft were not necessary to perform the work since the Carmen were merely dismantling parts in an abandoned facility which were to be scrapped and sold. The Carrier alternatively argues that even if this Board sustains the Organization's claim, the disputed work took only four hours to perform so Claimants are entitled to no more than four hours of pay.

The November 1, 1979 agreement is not material to this dispute. The agreement covers the transfer of positions and work from the Sacramento facility to the new Car Shop in Roseville. The disputed work in this case remained at Sacramento where Claimants are stationed.

Rule 77, by its clear and unambiguous language, controls the assignment of the disputed work. The dismantling of the exhaust blower pipe system was expressly reserved to Sheet Metal Workers regardless of whether the Carrier was going to reuse, scrap or sell the parts. Thus, the Carrier improperly assigned the dismantlement of the metal blower pipe to Carmen on May 28, 1980.

The disputed work consumed approximately four hours of time. Therefore, each Claimant is entitled to two hours of pay at the straight time rate in effect on May 28, 1980.

A W A R D

Claim sustained to the extent consistent with our Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Acting Executive Secretary  
National Railroad Adjustment Board

By   
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 21st day of April, 1982.