

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

Parties to Dispute: (Sheet Metal Workers' International Association AFL-CIO
(St. Louis-San Francisco Railway Company

Dispute: Claim of Employees:

1. That the St. Louis-San Francisco Railway Company violated the controlling Agreement, particularly Rule 94 when on August 9, 1978, other than Sheet Metal Workers were assigned the tinning and soldering the cable ends on car mover in Paint Shop, St. Louis-San Francisco Railway Company, Springfield, Missouri.
2. That accordingly the St. Louis-San Francisco Railway Company be ordered to compensate Sheet Metal Worker Rick Cowan four (4) 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 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.

Complainant Organization, the Sheet Metal Workers, allege Carrier violated the Controlling Agreement effective January 1, 1945, as subsequently amended, when on August 9, 1978, Carrier assigned work of its Craft to employees of the Machinist Craft.

The record reflects the disputed work involved the cleaning, tinning and leading cable ends on the mechanical car mover located at Carrier's Consolidated Freight Car Shop in Springfield, Missouri. The Sheet Metal Workers contend the reference to leading made throughout the record is inaccurate and the proper reference is to the process of babbitting. As explained by Complainant Organization, babbitting of cable is accomplished by fraying the cable at its end and then dipping the heated frayed end into a zinc-sulfide solution. Carrier describes the disputed work assigned to two (2) Machinists as follows: the cable in question on the mechanical car mover, which is a gear driven winch, had unrolled from the drum and the leaded end of the cable was stripped out. The machinists reapplied the cable to the drum and leaded the cable end. The Carrier asserts this part of the work involved a total of twenty (20) minutes and was incidental to the overall repairs which took two (2) hours to perform.

Complainant Organization asserts the subject cable work belongs to its Craft based on the following: (1) Its Classification of Work Rule, Rule 94 of the Controlling Agreement; (2) Past practice, in that this work has always been performed by Sheet Metal Workers; (3) Exclusivity of work at all locations where Sheet Metal Workers are employed; and (4) A December 9, 1941 Letter of Understanding between its Craft and the Machinists settling the jurisdictional issue relative to the "pouring of all babbitt except counter-balance on driving wheels...". Rule 94 is hereinbelow cited in its entirety:

"Sheet Metal workers' work shall consist of tinning, coppersmithing and pipefitting in shops, yards, buildings and on passenger train cars and engines of all kinds; the building, erecting, assembling, installing, dismantling and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead black, planished, pickled and galvanized iron of 10 gauge and lighter, including brazing, soldering, tinning, leading, and babbitting, the bending, fitting, brazing, connecting and disconnecting of air, water, gas, oil and steam pipes; cutting and threading pipe except as defined in Rule 96; the operation of babbitt fires; oxyacetylene, thermit and electric welding on work generally recognized as sheet metal workers' work, molders' work and all other work generally recognized as sheet metal workers' work."

With respect to Complainant Organization's first contention, Carrier asserts Rule 94 is not applicable because the operations of brazing, soldering, tinning, leading, and babbitting clearly refer to parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron of 10 gauge and lighter. Carrier exclaims that by no stretch of the imagination can a cable be considered one of these metal parts. Carrier further notes there is no specific reference to the word cable in Rule 94. With regard to Complainant Organization's second and third contentions, Carrier asserts that while members of the Sheet Metal Craft have on occasion leaded cable ends, this work is not exclusively reserved to them as such work has in the past been performed by both the Carmen and Machinists Crafts. Specifically, Carrier notes Carmen have leaded cable ends on the wrecker for many, many years and Rule 53 of the Controlling Agreement reserves the repairing of hoists and elevators to the Machinists' Craft, of which work an integral part is repairs to associated cabling. In each case, Carrier contends, the Craft normally assigned to accomplish the main work assignment is the Craft used to make any cable repairs, including leading of cables. Carrier asserts there are very few, if any, work assignments reserved to the Sheet Metal Workers' Craft which involve as a related portion of that assignment the leading of cable ends.

As to Complainant Organization's reliance on the December 9, 1941, Letter of Understanding, Carrier argues this jurisdictional Agreement has no force or effect on its property as the Letter was consummated on the Missouri Pacific Railroad Company. Additionally, Carrier argues the Letter is not supportive of Complainant Organization's position in any event, as the Letter is not directly relevant with

regard to the leading of cable ends. With regard to jurisdictional disputes, Carrier notes that Rule 51 of the Controlling Agreement provides for the settlement of such controversies. Rule 51 reads in relevant part as follows:

"Should a jurisdictional dispute arise between any of the crafts signatory to this agreement, it is agreed the craft then performing the work shall continue to do so until the dispute is settled by the crafts involved."

Carrier contends Complainant Organization has made no attempt to resolve the subject dispute with the Machinists' Craft under the mandate of Rule 51.

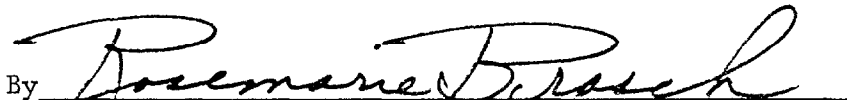
In our review of the entire evidentiary record it is our determination, notwithstanding the several notarized letters attesting the subject work belongs to members of the Sheet Metal Workers' Craft, that the preponderance of evidence supports the counter arguments advanced by the Carrier. Accordingly, we therefore find we must deny the Claim.

A W A R D

Claim denied.

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 22nd day of July, 1982.