

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
{ Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated the controlling agreement, particularly Rule 97 and the Transfer of Work Agreement of 1940, when on August 15, 1978, other than Sheet Metal Workers were assigned the duties of assembling fan frame and stand, in Electric Shop, North Little Rock, Arkansas.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Sheet Metal Worker T. L. Campbell four (4) hours at the punitive 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 that on date of August 15, 1978, Carrier violated its Classification of Work Rule, Rule 97 of the controlling Agreement effective June 1, 1960, and the Transfer of Work Agreement of 1940, when it assigned employees of the Machinists' and Electricians' Crafts to complete the assembly of a portable electric floor fan, which work had originally been assigned to Sheet Metal Worker, M. E. Smith. Rule 97 reads in relevant part as follows:

"Sheet Metal Workers *** work shall consist of tinning, coppersmithing and pipefitting in shops on passenger coaches, cabooses and commissary 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 glavanized iron of 10 gauge and lighter *** and all other work generally recognized as Sheet Metal Workers' work."

And the Transfer of Work Agreement of 1940, reads in full as follows:

"MISSOURI PACIFIC RAILROAD COMPANY

May 1, 1940
A-Co 360-849

Mr. J. J. Byrne
President - System Federation No. 2-AFL
York Hotel
St. Louis, Missouri

Mr. R. E. Cline
Secretary - System Federation No. 2-AFL
York Hotel
St. Louis, Missouri

Gentlemen:

It is not our policy to arbitrarily transfer work from one craft to another without an understanding having been had prior to the transfer with the appropriate representative of the employees and this policy will be followed.

Very truly,

/s/ O. A. Garber
Chief Mechanical Officer

/s/ M. C. Coad
Special Asst. Personnel"

Specifically, according to Complainant Organization, the disputed work involved the assembling of metal fan frames and metal stands made of three-quarter (3/4) inch pipe, one-half (1/2) inch pipe and twenty (20) gauge metal bolted together with sheet metal screws.

The record evidence reflects that Carrier first assigned M. E. Smith, a Sheet Metal Worker employed at Carrier's Electric Shop Facility at North Little Rock, Arkansas, the work of assembling the fan which was made of prefabricated steel tubing, pre-bent to the necessary shape and length by the manufacturer and held together by machine bolts and nuts. According to the Carrier, Sheet Metal Worker Smith removed the safety guard from the pre-assembled fan housing, drilled through the housing on each side, secured the fan to the stand, and replaced the safety guard, resecuring the guard with sheet metal screws. Thereafter Smith was reassigned to other work and the job of completing the assembly of the fan was performed by one employe of the Machinist Craft and by one employe of the Electrician Craft.

Complainant Organization argues that the total work of assembling the fan in question is work reserved to its Craft by its Classification of Work Rule, Rule 97.

In support of its assertion, Complainant Organization cites the fact Carrier, in the first instance, properly assigned the work to a Sheet Metal Worker. Therefore, the Organization asserts, Carrier knew this work belonged to the Sheet Metal Craft and it erred when it permitted employees of other Crafts to complete the subject job assignment.

Carrier defends its actions by asserting the subject work overall is not reserved to any of the three (3) Crafts either by Agreement Rule or by past practice. In conjunction with this point, Carrier characterizes the fan's construction as being unremarkable, the kind of fan which could be utilized for home ventilation, and thus argues the fan did not require the skills of any particular Craft in order to be properly assembled. The Carrier maintains that Rule 97, relied upon by Complainant Organization is silent with regard to the specific task of assembly, using supplied nuts and bolts, of a pre-fabricated floor fan stand made of pre-formed and cut steel tubing. While Carrier notes Sheet Metal Workers have in the past performed some such assembly work, this type of work is not exclusively reserved to the Sheet Metal Craft, as such work has also been performed by the other crafts as well. With this being the case, Carrier argues the 1940 Transfer of Work Agreement, also cited and relied upon by Complainant Organization, could not have been violated as this Agreement is a unilateral pledge on its part not to arbitrarily give work to one craft that is reserved exclusively by Agreement Rule or practice to another craft. Carrier further argues that Complainant Organization has failed in its burden to support its contentions as no proof has been produced to show exclusivity of work or the fact that any special skill was required to perform the disputed work.

In our review of all the record evidence, it is the Board's determination Complainant Organization has failed to prove the disputed work belongs exclusively to employees of its Craft either by Agreement Rule or past practice. In so finding, we must accordingly deny the instant claim.

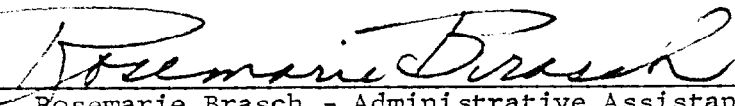
A W A R D

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