

The Second Division consisted of the regular members and in addition Referee Rodney E. Dennis 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 building of machine frames of two wheel centering machines to the Boilermakers Craft at North Little Rock, Arkansas.
- 2.) That the Missouri Pacific Railroad Company be ordered to compensate Machinists J. B. Schmitz, W. A. Malone, G. B. Gifford, L. W. Fletcher, C. P. Long, H. W. Urbach, D. E. Via, H. H. Welch, S. E. Brucks, and M. O'Neal, hereinafter referred to as Claimants for eighty (80) hours pay at the punitive rate of pay to be divided equally because Boilermakers performed Machinists' work.

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 employes 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.

The Organization has filed a claim for 80 hours at the punitive rate on behalf of ten Machinists employed at Carrier's North Little Rock facilities. This claim arises out of the fact that Carrier assigned the construction of two wheel centering machines to Boilermakers and the Machinists' Organization contends that the work should have been assigned to the Machinist on duty at the time. The Boilermakers were notified by Carrier of the Machinists' claim. It has responded on the record, arguing that the work of constructing the centering device was properly assigned to its members by Carrier.

The dispute therefore centers on which Organization should have been assigned the disputed work. Carrier and the Boilermakers rely on Rule No. 62(a), Boilermakers' Classification of Work, and argue that by tradition, Boilermakers have always been assigned such work in the past and the Machinists' Organization has not contested these assignments.

The Machinists rely primarily on the wording of Rule 52(a), the Machinists' Classification of Work rule, and Second Division Award No. 6762, wherein Referee Eischen sustained a similar claim involving the parties to this dispute.

The language relied on by the Machinists is 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, milling 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 ... oxyacetylene, thermit and electric welding on work generally recognized as machinists work; the operation of all machines used in such work ..."

The language relied on by Carrier and the Boilermakers' Organization is as follows:

"BOILERMAKERS' CLASSIFICATION OF WORK

Rule 62(a) Boilermakers work ... shall consist of laying out and fitting up any sheet iron or sheet metal work made of 16 gauge iron or heavier in connection with boilermakers' work ... channel iron, angle iron and T-iron, ... oxyacetylene, thermit and electric welding or work generally recognized as boilermakers' work ..."

After careful review of the record, the awards submitted in support of each side's case, and a reading of the Classification of Work rules in question, this Board is compelled to deny the instant claim.

A reading of the Boilermakers' Classification of Work rule clearly and specifically states that Boilermakers' work consists of laying out and fitting up of sheet iron and metal made of 16 gauge iron or heavier ... channel iron, angle iron and T-iron and burning and welding of that material. The frame in question here is constructed of 2½" x 10" channel iron and 5/8", 3/4", and 1" plate steel -- clearly all material specified as material to be worked by Boilermakers.

When it is considered that the Boilermakers constructed the frame and the Machinists were assigned the work of installing the rollers that hold the wheel assembly, it is difficult to conclude that Carrier violated the Agreement in the manner in which it assigned the two crafts to this project. In fact, it could be concluded that Carrier made every effort to split the work precisely the way the respective scope rules require.

Carrier's argument that Machinists are not trained in the apprentice program to work with angle iron, boiler plate, or channel iron make its position all the more persuasive. This is not to say that selected Machinists are not capable of working far beyond the requirements of their craft. It is, however, an indication that Carrier, as well as the other crafts, do not anticipate that Machinists will work with heavy gauge metals, angle iron, channel iron, etc. as a matter of practice.

The Machinists' Organization has not been persuasive in this case in establishing that the frame in question here is the same type of machinery contemplated in Award 6762 or that Boilermakers have not in the past constructed such frames or stands for other similar purposes with no challenge by the Machinists. This Board must consequently 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 September, 1982.