

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

Parties to Dispute: ( Sheet Metal Workers' Intl. Association  
( Norfolk and Western Railway Company

Dispute: Claim of Employees:

1. That the Carrier violated the current agreement, particularly Rule 97 at Bellevue, Ohio when they improperly assigned Hostlers connecting and disconnecting of all air hoses, opening and closing all valves on locomotives at that point.

2. That accordingly, the Carrier be ordered to additionally compensate Sheet Metal Workers, J. C. Maynerd, J. M. Polak, J. A. Porszak, E. P. Michel and K. Ryerson in the amount of four hours each at the time and one half rate beginning on July 21, 1981 and continuing until satisfactorily disposed of in its entirety.

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 employes 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.

Rule 97 of the current labor agreement is the main authority cited in support of the claim. The Rule follows:

"Sheet metal workers' work shall consist of tinning, coppersmithing and pipefitting in shops, yards, buildings on passenger coaches 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 ten gauge and lighter, including brazing, soldering, tinning, leading and babbitting, the bending, fitting, cutting, threading, brazing, connecting and disconnecting of air, water, gas oil and steam pipes; the operation of babbitt fires; oxy-acetylene, thermit and electric welding on work generally recognized as sheet metal workers' work and all other work generally recognized as sheet metal workers' work."

The claim concerns operations at Bellevue, Ohio where Carrier operates maintenance shops. According to the claim sheet metal workers have been employed at the shops and have for many years performed maintenance, renewals and repairs to pipe work and sheet metal work on locomotives and equipment repaired and running through Bellevue Shops and yards.

The claim centers upon the Running Repair Facilities operated by the Carrier at Bellevue where locomotives are serviced and maintained. This involves fueling, sanding, watering and making minor repairs. In addition, locomotive units are frequently separated and are assembled to make up the required outbound consist and to facilitate servicing and repair work. Accomplishing the variations in the unit consist of locomotives involves, among other things, the uncoupling of three rubber hoses connected by "glad hands" between units which provides continuity of brake pipe pressure, equalize main reservoir pressure and actuate functions between the diesel units. The making or breaking of these rubber hose connections called "MU" connections, is the work involved in this dispute.

The claim was occasioned by a change effected by carrier in its operation early in 1981. Prior to the change the coupling and uncoupling of the hoses was performed preponderantly by machinists, although not in all instances. With the change the Carrier began requiring this work to be done by hostlers.

The basis of the change is set forth in the Carrier's submission as follows:

"Prior to moving to a new facility in late 1981, Carrier maintained for many years a locomotive running repair facility near Route 4 at Bellevue, Ohio. This facility had provisions to fuel, sand and water locomotives and employed Machinists, Electricians, and at one time Pipefitters to perform any necessary running repairs. The Sheet Metal Workers were transferred to the Locomotive Shop some time prior to this dispute since there was little call to perform repairs to leaking pipes on the newer generation of locomotives, which comprised the preponderance of their work.

In early 1981, Carrier made a minor change in its operation at the repair facility to the extent that its Hostlers were now required to couple and disconnect the 'MU' connections between locomotive units when power consists were either assembled for operation or separated for repairs and service. Previously, this work was often handled by a Machinist at the service track as a convenience to the Hostler. Petitioner maintained during handling of this dispute that once the Machinists no longer performed the disputed work, it accrued to members of their organization by virtue of their 'Classification of Work' rule and the so-called 'Miami Agreement,' consummated by the various shop craft organizations on February 13, 1958....."

The Organization position is set forth in its submission as follows:

"Having shown here that the work here involved is within the scope of Rule No. 97, it is abundantly clear that the work involved is the work of the Sheet Metal Workers.

It is submitted that the rules are clear and Carrier has a contract with the Sheet Metal Workers to perform such work. Carrier's attempt to confuse the issue by alleging that this is work that can be performed by any craft that they desire to assign the work to is without reason and a careful reading of the exhibits attached hereto shows that this was Sheet Metal Workers' work and that this question had been raised several years ago and agreement reached between this organization and the Machinists that it was indeed Sheet Metal Workers' work."

The Carrier contends that the Organization's claim to the work in question is without merit for the following reasons:

1. Petitioner has never performed this work at Bellevue to the exclusion of other crafts, and conceded as much during the handling of this dispute on the property.
2. Petitioner's Rule 97 contains no reference to the work claimed.
3. Carrier is not bound by the so called Miami Agreement or any other inter-organizational understanding to which it is not a party.

Review of the evidence shows that sheet metal workers did not do the work now claimed in prior times and this is admitted by Local Chairman Lawrence's letter of March 25, 1981, in which he submits the claim. Thus, he stated:

"That provisions of the current agreement have been violated, as since on or about January 21, 1981, the Norfolk and Western Railway Company elected to transfer or take away, work from one craft and give to another craft to perform, namely from the Machinist craft to the Hostler craft, in the performance of breaking-up a locomotive consist and again for making-up of locomotive consists for road freight power."

In the first place sheet metal workers employed at Bellevue were stationed at the Locomotive Shop, not at the Running Repair Facility which is located near Route 4, some distance away. They were transferred some time prior to this dispute since there was no longer a need for them to repair leaky pipes which constituted the preponderant part of their work.

Apparently the dispute had its inception with the former Carrier, the New York, Chicago and St. Louis, when machinists were assigned to cut and reconnect MU connections. This became the basis for the so called Miami Agreement which was a settlement of the jurisdictional dispute between the two shop craft organizations. Neither the NKP nor the N&W were parties to that agreement. Therefore, it cannot rightly be contended that they are bound by its provisions unless voluntarily accepted which is not the case.

In addition to machinists being used for the work in dispute evidence also shows that coupling and uncoupling of MU hoses between locomotives has been performed in the past by various crafts including engineers, firemen, brakemen as well as electricians and carmen.

The above evidence shows conclusively that sheet metal workers have not in the past established application of Rule 97 as providing their craft with exclusive jurisdiction over the work in question.

Insofar as pipe work is concerned, Rule 97 shows sheet metal workers' pipefitting work consists of the basic pipe work connected with the building, erecting and assembling of coaches and engines as well as the dismantling and maintenance of parts. Such work is generally done in shops and involves bending, fitting, cutting threading and brazing; all functions requiring special skills and the use of special tools and equipment. Skills required for such work are acquired over extensive periods of apprenticeship and are in sharp contrast to the simple job connecting and disconnecting MU hoses which is accomplished by a plain turn of the "glad hand", a simple lever type handle. It is an easy and quick function requiring no skill, no tools and no special training. Clearly the pipe referred to in Rule 97 bear no relation to the MU hoses on diesel locomotives. The function of pipe fitters described in the rule refers to building, maintenance and repair work and stationary pipe lines as contrasted to the function with hose connections here involved which is routinely required in operating diesel locomotives. In plain fact, Rule 97 does not support the claim and this is quite clearly the reason why other crafts have been used in the past to connect and disconnect MU hoses.

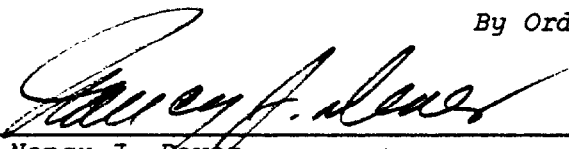
Carrier has presented evidence showing that pipefitters as covered by Rule 97 have never performed the work as claimed to the exclusion of other crafts. Moreover, as shown above, the rule does not confer upon pipefitters the work as claimed. Finally, the so called Miami Agreement between the Sheet Metal Worker's and the Machinist's Organizations, being an inter organization agreement without participation by the Carrier, has no application in this dispute. The Organization has failed to meet the burden of proof in support of its claim. Mere assertion of the applicability of a rule without adequate supporting evidence is not sufficient to sustain the claim and it therefore must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST:

  
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 18th day of July 1984.