

The Second Division consisted of the regular members and in addition Referee David P. Twomey 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 Letter of Understanding of May 1, 1940 when Electrician Caten was assigned the duties of wire brushing dirt and debris from air conditioning condenser coils, blowing coils with compressed air on unit in main office, Pike Avenue Diesel Shops on July 9, 1980, and on July 10, 1980, he brushed dirt and debris and blowed coils and changed air filters on return air from air conditioning unit in Engineers Training Classroom.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Sheet Metal Worker J. Lantrip in the amount of six hours (6') account he was available to perform this Sheet Metal Workers' 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 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.

On July 9, 1980 Electrician J. W. Canton was assigned to clean dirt and debris from the condenser coils of the Pike Avenue Diesel Shop Office air conditioning unit. The cleaning consisted of wire brushing the dirt from the air condenser coils, and then blowing the dirt off the coils with compressed air. On July 10, 1980 Mr. Canton was assigned to perform the same function of cleaning the coils of the air conditioning unit in the Engineers Training Classroom, and he also changed the fiberglass air filters on the return air on the unit.

The Sheet Metal Workers Organization filed a claim on behalf of Sheet Metal Worker Lantrip contending that the above described work is allocated to the Sheet Metal Workers craft by Rule 97 that Award 374 specifies that the work in question is done by the Sheet Metal workers craft; that the May 1, 1940 Letter of Understanding which provides that no work will be transferred from one craft to another without the consent of the General Chairman was violated since the General Chairman did not agree to the transfer in this area; and that Second Division Award 7579 supports the Organization's position. The Carrier disagrees with the Organization's contentions.

Rule 97 of the controlling agreement states in part:

"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 galvanized iron of 10 guage and lighter ... including brazing, soldering, tinning, leading ... and all other work generally recognized as Sheet Metal Workers' work."

This rule does not set forth that cleaning air conditioning condenser coils or changing fiberglass air filters is work exclusively reserved to the Sheet Metal Workers' craft. Nor does the record disclose that there is an exclusive past practice at North Little Rock -- not to mention a systemwide past practice -- for the Sheet Metal Workers to perform the work of cleaning office air conditioner coils and changing air filters. Statements of record from Supervisors and Electricians indicate that the work in question has been performed at North Little Rock in the past by Electricians. Mr. Davidson's November 4, 1980 letter recognizes that the Carrier has consistently given this work to the Electrical craft. Statements of record from Sheet Metal Workers at North Little Rock would also indicate that Sheet Metal Workers have performed the work in question in the past. Clearly, however, Sheet Metal Workers have not performed the work in question exclusively at North Little Rock. The Organization's contentions based on Rule 97 are rejected.

Award 374 does not apply to the work of cleaning air conditioner coils and changing air conditioner air filters; and contentions based on this award are rejected.

The May 1, 1940 Letter of Understanding is not applicable in the instant case for there is no showing that the work was transferred from one craft to another.

We find that Second Division Award No. 7579 does not support the Organization's position that cleaning air conditioner coils or changing air filters is work exclusively reserved to the Sheet Metal Workers' craft.

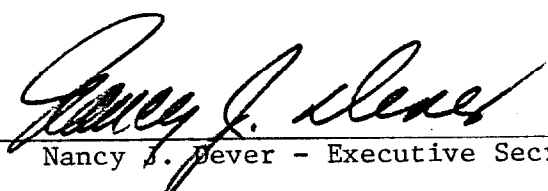
We must deny this claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Bever - Executive Secretary

Dated at Chicago, Illinois, this 17th day of October 1984.