

Award No. 14419
Docket No. MW-14622

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur Stark, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when it assigned and/or otherwise permitted employes outside the scope of the Agreement to remove an iron door frame and fire door from its building at 2022 Walnut Street and to then install same in the northwest end of the Baggage Room in Union Station on or about June 18, 1962.

(2) Ironworker Gang Leader W. R. Betts and Ironworkers Chas. Jones and Jim Hudson each be allowed eight hours' pay at their respective straight time rates because of the violation referred to in Part (1) of this claim. (Carrier's File 013-293-16.)

EMPLOYES' STATEMENT OF FACTS: The ironwork involved in the construction, erection, maintenance and dismantling of bridges, buildings, miscellaneous structures and appurtenances is reserved by the Agreement for employes holding seniority rights as bridge and building ironworkers.

The Carrier assigned Sheet Metal Worker Joseph Keiling and two employes under his jurisdiction to remove an iron door frame and fire door from its building at 2022 Walnut Street and to install same in the northwest end of the Baggage room at the Union Station, St. Louis, Missouri. Mr. Keiling and the two employes who assisted him do not hold seniority rights under the Agreement.

Ironworker Gang Leader W. R. Betts and Ironworkers Charles Jones and Jim Hudson were available, fully qualified and properly equipped to perform all of the ironwork required on this project and would have done so had the Carrier assigned them to it.

Claim was timely and properly presented and handled at all stages of appeal up to and including the Carrier's highest appellate officer.

The Agreement in effect between the two parties to this dispute dated May 1, 1952, together with supplements, amendments, and interpretations thereto is by reference made a part of this Statement of Facts.

CARRIER'S STATEMENT OF FACTS: On June 18, 1962 Carrier's sheet-metal workers were used to remove a fire door and frame from the building listed in claim and then install the same door and frame in Union Station Baggage Room. During the installation it became necessary to alter or otherwise fit the door and frame to the existing opening. The majority of the work performed consisted of altering the door, for which no claim is made. One corner of the frame, made of light angle iron, had to be altered on installation to fit size of opening. This frame is an integral part of the door installation. Sheetmetal workers have handled the installation of fire doors almost exclusively. The entire job consumed a maximum of three hours. During the handling on the property the Organization based the claim on Rule (2) of the Agreement which states in part:

"Bridge and Building Ironworker: An employe assigned to Ironworker work in connection with the construction, erection, maintenance and dismantling of bridges, buildings, miscellaneous structures and appurtenances, (not conflicting with work classification of sheet-metal workers in the Bridge and Building Department) shall constitute a Bridge and Building Ironworker."

The following correspondence was exchanged between the general chairman and Carrier representatives, which is reproduced in the form of exhibits:

Exhibit A — Letter dated June 26, 1962 from the General Chairman to Carrier's Superintendent, Bridges and Buildings.

Exhibit B — Letter dated August 22, 1962 from the Carrier's Superintendent Bridges and Buildings to the General Chairman.

Exhibit C — Letter dated August 28, 1962 from the General Chairman to the Carrier's Chief Engineer.

Exhibit D — Letter dated October 10, 1962 from the Carrier's Chief Engineer to the General Chairman.

Exhibit E — Letter dated November 13, 1962 from the General Chairman to the Carrier's Manager Labor Relations.

Exhibit F — Letter dated January 10, 1963 from the Carrier's Manager Labor Relations to the General Chairman.

Copy of the current Rules Agreement effective May 1, 1952 is on file with the Division.

(Exhibits not reproduced.)

OPINION OF BOARD: On June 18, 1962 Carrier assigned three sheet-metal workers to (1) remove a fire door and frame from its Walnut Street building in St. Louis, (2) install the door and frame in Union Station Baggage Room. As part of the installation these workers had to alter the door and frame to fit the existing opening. The entire job required three hours.

Petitioner asserts that the tasks of removing the iron door frame, transporting it, and installing it, are the traditional work of Bridge and Building Ironworkers. It cites the Scope Rule and Classification Rule 2 which states, in relevant part:

"Bridge and Building Ironworker: An employe assigned to Ironworker work in connection with the construction, erection, maintenance and dismantling of bridges, buildings, miscellaneous structures and appurtenances, (not conflicting with work classification of sheetmetal workers in the Bridge and Building Department) shall constitute a Bridge and Building Ironworker."

Carrier asserts, without substantial contradiction, that the alteration of the door (rather than the frame) constituted the larger portion of the job and that, in the past, this kind of work on fire doors has been handled almost exclusively by sheetmetal workers.

Rule 2, significantly, recognizes that certain work, which otherwise might be considered as belonging to ironworkers, may properly be assigned to sheetmetal workers, although the two classifications are covered by different Agreements. In light of the past history of assigning work on fire doors to sheetmetal workers it must be held that Rule 2's exception applies in the instant case and, consequently, the claim cannot be sustained.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 12th day of May 1966.