

Award No. 783
Docket No. 664
2-CRI&P-FO-'42

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee R. F. Mitchell when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (FIREMEN & OILERS)**

**THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY
COMPANY**

DISPUTE: CLAIM OF EMPLOYES: That the work of carrying material from the store department to the roundhouse at Armourdale shops be restored to the Firemen & Oilers' craft, as required by Part II, Rule I, of the current agreement.

EMPLOYES' STATEMENT OF FACTS: At Armourdale shops, prior to this dispute, shop laborers had been regularly assigned to deliver material from the store department to the job in the shop where the material was needed.

Two roundhouse laborers were assigned to perform this work in connection with other duties of their classification.

These roundhouse laborers were required to gather requisition cards from certain designated hooks in the shop where they had been placed by the mechanics needing the material, and take them to the store department where the order stated on the card was filled and the laborers would then deliver the material to the user.

On the requisition card was written the kind and quantity of material and the number of the engine on which it was to be used.

On the morning of April 15, 1941, the roundhouse laborers were instructed that effective same date, they would discontinue delivering material, and, that this work was being transferred to the store department employees. The local committee representing the shop laborers immediately met in conference with the local management and protested the transfer of the work, using as a basis of their contention a letter addressed to all master mechanics over the signature of Mr. F. H. Frey, assistant operating officer, in charge of labor matters, which is herewith submitted as Exhibit A.

POSITION OF EMPLOYES: The employees contend that the action of the carrier in transferring the work involved in this case, has deprived the shop laborers of seniority rights which they have enjoyed and exercised on this job for a number of years. The management has taken the position that they may use any class of employees they desire on any of the items of work under the scope of the current shop and car department laborers' agreement—a position to which the employees do not subscribe.

There is no rule in the shop laborers' agreement which gives shop laborers sole jurisdiction over the delivery of material direct from the store department, nor is there any rule which gives laborers monopoly on the handling of material direct from the store department, and likewise, no rule in any agreement which prohibits store department employes from delivering store department material direct from the store department to any point in the roundhouse, or any other place.

After material is delivered and released in the roundhouse, laborers handle it from place to place therein, but until store department employes deliver and release it, it is under the jurisdiction of the store department. Delivery of store department material is a store department function and there is no demarcation or boundary line set up in any agreement beyond which such material, still in custody of the store department, can be delivered.

We direct particular attention to the fact that laborers are now claiming that, although only a small part of the material moved between the store department and the roundhouse was being handled by them prior to April, 1940, they should now have all of this work.

There is no basis under the shop laborers' agreement for the instant claim that the work of carrying material belongs exclusively to the laborers, and it must be declined.

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.

The parties to said dispute were given due notice of hearing thereon.

This record shows that it has been a long established practice at the Armourdale shops to assign two roundhouse laborers to perform the work which was discontinued by the order of April 15, 1940, and they should be reassigned to perform this work in connection with other duties of their classification.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 26th day of May, 1942.