

Award No. 1110

Docket No. 1048

2-ACL-MA-'46

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Sidney St. F. Thaxter when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 42, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

ATLANTIC COAST LINE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That the work of maintaining and repairing automotive trucks and tractors is classified in Rule 102 of current mechanical agreement as machinists' work.

That the carrier is obtaining maintenance and repair work on the aforesaid equipment (operated by storehouse employees) in violation of the machinists' classification of work.

That the carrier be ordered to discontinue existing practices of farming out and/or diverting the above described work contrary to the terms of the mechanical agreement, and where now performed by others than machinists in mechanical department, that same hereafter be assigned and performed in accordance with provision made in Rules 27 and 102 of the mechanical agreement.

EMPLOYEES' STATEMENT OF FACTS: The carrier has a number of trucks and tractors assigned to different shop points for the purpose of moving material between the storehouse and various departments in the shop plant. Material to be shipped away or received at freight houses or baggage rooms is also handled by truck.

Tractors are used to pull four-wheel trucks in the shop and lumber trucks at lumber yard. They are operated by storehouse employees as also are the trucks here involved.

The work of maintaining and repairing the aforesaid equipment is performed at some points by employees of the machinist classification. Other methods resorted to by the carrier to obtain performance of same by others than machinists have been protested by the employees over a period of years.

At Waycross, Georgia, and Rocky Mount, North Carolina, employees of the stores department with title of crane operator have been regularly used for a number of years in performance of the work at issue. These employees are represented by the clerks' organization. (See Exhibit 1.)

H. C. Ponsell, regularly assigned to perform the work at Waycross shops, terminated his service in March, 1944. Another employee of the stores department was assigned in continuation of such a practice in obtaining repairs to the equipment in question.

The request made by Mr. Corbett is not one coming within the rules of the agreement, as the work mentioned, and later modified by Mr. Hendrix, as shown in the subject of dispute, has never been the subject of negotiation on the property. The agreement with the mechanical department employes covers work in the mechanical department, and any work carried to or sent to the mechanical department is done under the classification of work rules of the various crafts.

There isn't anything in the agreement with the employes of the mechanical department that gives to them exclusive rights or grants to them any repair work, or maintenance work, in connection with tools or machinery of other departments. There are mechanics in other departments and covered by agreements.

The recent agreement with the employes in the reclamation plant, represented by System Federation No. 42, Railway Employees Department, A. F. of L., consummated in mediation and signed at Wilmington, N. C., February 26, 1945, also joint letter to the chairman of the Railway Labor Panel requesting approval to the change in rates of pay as agreed to in the Mediation Agreement, is proof that the claim presented is not covered in the mechanical department employes' agreement.

Copy of Mediation Agreement and Agreement between the Atlantic Coast Line Railroad Company and its employes in the Reclamation Plant of the Purchasing Department at Savannah, Ga., represented by System Federation No. 42, Railway Employees Department, A. F. of L., shown as Exhibit "A".

Copy of joint letter to Hon. Harry H. Schwartz, chairman, National Railway Labor Panel, signed by general manager, Atlantic Coast Line Railroad Company and president, System Federation No. 42, Railway Employees Department, shown as Exhibit "B".

Carrier contends there has been no violation of the agreement, and respectfully requests the National Railroad Adjustment Board to deny this claim.

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.

The sole question here is whether the work of maintaining and repairing automotive trucks and tractors belongs exclusively to the employes of the mechanical department.

If this work comes within the classification of Rule 102, it belongs exclusively in accordance with the provisions of Rule 27 to the machinists covered by the applicable agreement. The provisions of Rule 102 do not in express terms cover the work in question, nor can such inclusion be implied because of practice assented to by both parties. For the employes' submission concedes that this has been a subject of controversy over a long period of time. The mere fact that the machinists have in some instances done the work is not of importance where it does not appear that there has been a practice under which they have done it exclusively.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 5th day of March, 1946.