

Award No. 1810

Docket No. 1689

2-AT&SF-CM-'54

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Carmen)**

**THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY—(Coast Lines)**

DISPUTE: CLAIM OF EMPLOYEES: (1) That under the current agreement other than a Carman Helper is being improperly used as stock keeper in the Car Department at Richmond, California, since on or about June 1, 1952.

(2) That accordingly the Carrier be ordered to additionally compensate Coach Cleaner J. M. Rose in the amount of eight (8) hours' pay for each day other than a Carman Helper is used as stock keeper at the Carman Helper's applicable rate, retroactive to on or about June 1, 1952.

EMPLOYEES' STATEMENT OF FACTS: Coach Cleaner J. M. Rose, hereinafter referred to as the claimant, was first employed by the carrier at Richmond, California, with a seniority date as such of September 15, 1942. On March 5, 1943, the claimant was promoted to a carman helper and established a seniority date of 3-5-43 as such. The claimant worked as a carman helper under the seniority rights of the August 1, 1945 current agreement until affected in force reduction at a subsequent date, at which time the claimant in accordance with Item 13 of Appendix "B" of the August 1, 1945 agreement, which item was amended January 22, 1946 and covered in memorandum of agreement No. 3 effective July 1, 1946, exercised coach cleaner seniority and today stands by for recall as a carman helper as provided in Rule 24 (d) of the August 1, 1945 current working agreement.

For the past thirty (30) years, carmen have been assigned as stock keepers, and since 1922 the following carmen have been assigned in order: Edmunds, Harrison, Manrow, Blicq, Ealin, Anderson and Resser. During the assignment of Carmen Edmunds and Harrison as stock keepers, a carman helper was assigned to drive a small truck to deliver material to the car department stockroom, car and supply bins. On December 19, 1951, the posi-

Past practice, if nothing else, nullifies the position taken by the complainant organization since for many years prior to about April 1, 1953, store department employes, and not members of the carmen craft, handled the material to and placed same in the bins along the car repair facilities and effective August 1, 1952, they likewise participated until about April 1, 1953 as to the new sub-storeroom and the first and only complaint with respect thereto by the carmen was originated by the instant claim on July 1, 1952.

Merely to keep the records straight, it is pointed out that in Mr. Fox's letter of June 1, 1953, items 1 and 2 both state the claim as dating from "on or about June 1st, 1952"; whereas the claim as originated and progressed on the property stated it to date from June 23, 1952 (A. J. Varallo letter 7-1-1952, Car. Sub. pgs. 2 & 3).

Involved, as pointed out in carrier's statement of facts, is a very limited amount of work of some two hours per week in placing material in bins and containers after delivery to the new sub-storeroom by store department forces and which work, incidentally, has been performed by a member of the carmen craft, generally a carman helper, in conjunction with other duties since about April 1, 1953.

Rule 104 of the Agreement of August 1, 1945, does not by inference or otherwise require the assignment of a stock-keeper (car department) for only some two hours' work per week.

Item (1) of Appendix "B" has application only where "two or more of the organizations parties to the general agreement" are involved. Since, in this case, the exception taken is due to participation by store department employes who are not parties to the general agreement, they being subject to an agreement with the Clerks' Brotherhood, that rule obviously has no standing whatever in this dispute.

The claim of the employes that Coach Cleaner J. M. Rose be compensated in the amount of 8 hours' pay at carman helper rate retroactive to on or about June 1st, 1952, for each day other than carman helper is used, completely lacks support of the agreement and moreover being ineligible, should be either dismissed or denied 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 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.

Claimant is employed as a coach cleaner in carrier's car department at Richmond, California. She makes claim to work performed by a store department employe which she contends belongs to a carman helper.

For many years prior to June 1, 1952, the stock of materials used in making freight car repairs was spread along the length of the repair track in material bins. During this period, such materials were supplied and placed in the bins by the store department. Because of a reduction of work on the repair track due to the use of greater numbers of steel cars, the carrier on June 1, 1952, replaced the material bins along the repair track with a sub-storeroom located approximately in the center of the car repair facilities. The delivering and placing of the materials at the new location was likewise

handled by store department employes. On and after April 1, 1953, the delivery of material to the sub-storeroom continued to be handled by store Department employes, but after that date the placing of such materials in the bins was delegated to the carmen. This resulted in a claim by employes under the clerks' agreement which has not been resolved. The handling to the bins required only two hours' time per week. This latter work has been performed by carmen since April 1, 1953 and consequently it affords no support for a claim, except from June 23, 1952 to April 1, 1953 when it was being performed by store department employes.

It is contended by the organization that prior to the building of the new stockroom a stockkeeper was assigned from the ranks of the carmen. This position was abolished on December 24, 1951. The carrier denies that a stockkeeper was assigned as the organization claims and asserts that the position was that of a material supervisor. The carrier states that the duties of the material supervisor, as they related to the handling of material for freight car repairs, were not only to see that material was furnished in advance from the store department, but included maintenance of prefabricated wood stock in the mill. The material supervisor also handled the work sent to the back shop, boiler shop and blacksmith shop. It was when this work was seriously curtailed by the introduction of more modern steel cars that the position of material supervisor was abolished. In any event, during the existence of the material supervisor position, store department employes delivered materials from the stores department and placed it in the bins. This is quite conclusive that the material supervisor was not a stockkeeper. It is asserted by the organization that store department employes check the bins and requisition the materials needed by the carmen. The time consumed in performing this work is negligible. It is under such circumstances that the organization contends that a stockkeeper position exists under the provisions of Rule 104, current agreement, which provides in part:

"Employes regularly assigned to help carmen and apprentices, employes engaged in . . . stockkeepers (car department) . . . and all other work generally recognized as carman helper's work shall be considered carmen helpers."

We are convinced that the delivering of materials to the sub-storeroom is work properly assigned to store department employes. The work of handling the material to the bins in the sub-storeroom has been delegated to carmen since April 1, 1953. This latter work, consisting of approximately two hours per week, was likewise that of carmen helpers from June 23, 1952 to April 1, 1953. We think the evidence fails to show that a stockkeeper position existed in the sub-storeroom or that a stockkeeper is needed or required. The requisitioning of materials, if it can be so called, may properly be performed by a store department employe under the circumstances recited in this record. It consists only in keeping standard material on hand in quantity. The work is so negligible as to time required to perform it as to be of no consequence.

We conclude that there was a violation of the carmen's agreement from June 23, 1952 to April 1, 1953, as hereinbefore stated. We find that otherwise the claim must fail. Claim (1) must be denied to the extent that "other than a carman helper is being improperly used as stockkeeper in the car department at Richmond, California, since on or about June 1, 1952," for the reason that a stockkeeper's position did not exist at that point during the period claimed.

There appears to have been a variance in the claim handled on the property and the one presented to this Board which is fatal to a consideration of it at this time. The organization may not handle a claim on the property and change it materially on appeal to this Board. On the property, the organization claimed compensation for claimant amounting to the difference in rate of pay as between that of her regular assignment of coach cleaner

and that of a higher rated carman helper for eight hours each day until correction was made. The dispute is remanded for conference and adjustment on the property on that basis.

AWARD

Claim remanded as per opinion and findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 15th day of July, 1954.