

Award No. 2514
Docket No. 2372
2-AT&SF-MA-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when the award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L.-C. I. O. (Machinists)

THE ATCHISON, TOPEKA & SANTA FE RAILWAY
COMPANY (Topeka Shops)

DISPUTE: CLAIM OF EMPLOYES:

1. That the removal of Machinist Helpers Ernest Corber, Paul Schwartz, Paul Adams and John Powell from the work of moving wheels, axles, roller bearing boxes and other material by means of the so-called High Lift Trucks in Topeka Wheel Shop and Machine Shop is improper under the terms of the current agreement.

2. That accordingly the Carrier be directed to restore this work to the Machinist Craft and properly additionally compensate the employees involved.

EMPLOYEES' STATEMENT OF FACTS: For several years, even prior to August 1, 1945, it was the practice to use machinist helpers to transport wheels, axles, roller bearing and other boxes and other similar material to and from the machines in the wheel shop and machine shop in Topeka Shops. During early 1955 a jurisdictional settlement was reached between the firemen and oilers and the Brotherhood of Railway Carmen whereby the railway carmen relinquished all claims to the operation of high lift trucks in favor of the firemen and oilers.

When the above agreement was put into effect on the property, the carrier applied it as though all crafts had made the same jurisdictional settlement and on March 11, 1955 removed Machinist Helpers Ernest Corber, Paul Schwartz, Paul Adams and John Powell (hereinafter called the claimants) from their assignments on the high lift trucks.

This dispute has been handled with the carrier up to and including the highest designated officer thereof to whom such appeals are subject and who has refused to settle the claim on any basis acceptable to the employees.

The agreement of August 1, 1945 and subsequently amended, is controlling.

of a controlling rule, that the performance of the duties assigned to laborers as operators of high lift trucks, specifically included in the firemen and oilers agreement, belongs to machinist helpers.

Emphasizing this principle is the decision of Award 1135 of this Board covering a case between the C.R.I.&P. Railway Co. and the Brotherhood of Firemen and Oilers. In that case a carman helper, regularly assigned as operator of a loadmaster crane, was used in place of and with a laborer operating a tractor, the exact facts being as follows:

Claim: That the Carrier be ordered to compensate Laborer Frank Mack for eight (8) hours at the time and one-half rate, due to having improperly used Carman Helper Charles Koker to perform laborers' work eight (8) hours on Sunday, October 8, 1944.

CARRIER'S STATEMENT OF FACTS: Carman Helper C. Koker is assigned six days per week, and Sundays when necessary to operate a loadmaster at Silvis shops. This loadmaster is used to haul wheels and other heavy material, one man only, the operator, performing all duties such as loading and hauling in connection therewith.

On Sunday, October 8, 1944, it was Mr. Koker's turn, under Rule 8 of agreement of September 15, 1941, to work on that day to perform with the loadmaster the same class of work as he performs on week days, the overtime list being made up two days in advance. On this date, however, the loadmaster crane was in the shops for repairs and, therefore, not available to haul wheels, etc. Under these circumstances, it was necessary to use a tractor (assigned to work six days per week) which requires a driver, (a laborer) to assist Mr. Koker to handle the wheels, etc. As Mr. Koker, on basis of Rule 8, agreement of September 15, 1941, equalizing overtime rule) was already on duty on October 8, 1944, to perform the same duties as he does on week days with the loadmaster, he was used to work with the tractor performing the same class of work—loading and hauling wheels—that he (Koker) performs on week days.

AWARD: The assignment of a carman helper to do laborer's work was a violation of the agreement. Claim sustained."

It is clearly obvious, therefore, that use of machinist helpers for the operation of the high lift trucks at Topeka shop was irregular and in violation of the firemen and oilers' agreement and the carrier was entirely within its rights and, in fact, under obligation to correct that practice.

It is further desired to point out that none of the claimants involved in this dispute suffered any monetary loss by reason of having been relieved of the handling of wheels and other materials. They were continued as machinist helpers at the same rate of pay, but were simply relieved of the operation of the high lift trucks.

The claim is entirely without support of the agreement, lacks merit and your Honorable Board is petitioned to respectfully deny the 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.

On March 11, 1955 the carrier assigned employees represented by the International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers to perform work in its Topeka shops which had previously been performed by machinist helpers and is claimed to be work belonging to the machinist craft.

The agreements covering both crafts contain provisions for the resolution of controversies as to craft jurisdiction and provide for the continuation of existing practices without penalty. The carrier's action was a violation of that provision.

The claim seeks some indefinite additional compensation. No evidence has been presented to justify that portion of the claim.

AWARD

Claim sustained except claim for additional compensation which is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 21st day of June, 1957.