

Award No. 3189
Docket No. 2944
2-SOU-CM-'59

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 21, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.—C. I. O. (Carmen)**

SOUTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current Agreement the Carrier improperly assigned Stores Department Employees at Hayne Car Shop, Spartanburg, South Carolina on February 6, 1957, February 7, 1957, February 8, 1957, and February 13, 1957, to handle and transport material from store house or point of storage to the shop, (Car Department), for supplying or replenishing the material kept in bins or racks, located in the shop, and placing said material in said bins or racks, located in hand brake shop, Car Department.

2. That accordingly the Carrier be ordered to additionally compensate Carman Helpers F. T. Munsey, L. B. Thornton, H. G. Satterfield for eight hours at pro rata rate, Carman Helper C. H. Kohn for five hours at pro rata rate for the aforesaid violation of Agreement on February 6, 7, 8, and 13, 1957.

EMPLOYEES' STATEMENT OF FACTS: The Southern Railway Company, hereinafter referred to as the carrier, maintains a car shop at Spartanburg, South Carolina, known as Hayne Car Shop wherein they repair and maintain freight and passenger cars. Up until sometime in March or April, 1957 the carrier also maintained at the Hayne Car Shop a hand brake room or shop wherein carmen repair and reclaim hand brakes for cars.

Prior to carrier's construction of a new hand brake repair room or shop the material needed in repairing hand brakes was kept at the scrap dock

existing rules, such as here demanded by the brotherhood, and will not, therefore, attempt to further restrict carrier's rights, can make a denial award for this one reason, if for no other, and there are others.

CONCLUSION

Carrier has shown that:

(a) As a prerequisite to the exercise of the statutory power conferred upon it by the railway Labor Act, the Board has to give due notice to employees of the clerical class or craft of all hearings in connection with the instant dispute, and afford them an opportunity of being heard before taking jurisdiction of or passing upon the merits of the claim here presented.

(b) The effective agreement has been complied with to the letter, and the claim which the brotherhood here attempts to assert is without any basis. The involved work was properly assigned.

(c) Submission of the claim to the Board constitutes nothing more than an effort by the brotherhood to establish new rules and working conditions by a Board decision, rather than by following the processes of collective bargaining. That the Board has no authority to grant the request here made has heretofore been recognized.

If, after due notice has been given employees of the clerical class or craft, and they have been given the opportunity of being heard, claim is considered on the merits, the Board cannot do other than make a denial award.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

Parties to said dispute were given due notice of hearing thereon.

Prior to February 1, 1957, the hand brake repair shop was located near the scrap yard and the storage point for hand brake parts was on the scrap dock adjacent to the shop. Stores Department employees moved parts to that point of storage and carmen helpers obtained parts from that point as needed by the carmen.

On February 1, 1957, the hand brake repair shop was moved to a point adjacent to the freight car repair shed and bins were constructed there for storage parts. On February 6, 7, and 8, 1957 Stores Department employees moved the stock of parts from the former storage point on the scrap dock to the new storage point at the hand brake repair shop. Thereafter, the Stores Department maintained no stock of such parts at any other point. On February 13th a shipment of parts was moved from the car in which received to the new storage point at the shop.

Neither the rules nor the letter understanding of October 9, 1939, prevent a change of location of the point of storage by the Stores Department nor require it to be located away from the shop it serves.

AWARD

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION**

**ATTEST: Harry J. Sassaman
Executive Secretary**

Dated at Chicago, Illinois, this 27th day of April, 1959.