

Award No. 3956
Docket No. 3739
2-GN-MA-'62

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Charles W. Anrod when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. - C. I. O. (Machinists)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES: On December 19, 1958, other than machinists employed by the Great Northern Railway Company were used to remove and replace a cable control hoist unit on Caterpillar Tractor GN 16925.

That, accordingly, the Carrier be ordered to compensate Hillyard Shop Machinists R. G. Anderson and L. A. Hovind, Jr., each in the amount of eight (8) hours' pay at the applicable rate of time and one-half.

That under the current agreement other than machinists employed by the Great Northern Railway Company were improperly used to perform machinists' work on Crane R8005 on or about December 11, 1958.

That, accordingly, the Carrier be ordered to compensate Hillyard Shop Machinist S. G. Osso in the amount of eight (8) hours' pay at the applicable rate of time and one-half.

EMPLOYEES' STATEMENT OF FACTS: On December 19, 1958, the cable control unit on caterpillar tractor GN 16925 was found to be in need of substantial repairs, which necessitated its removal for extensive shop repairs. Instead of summoning machinists from Hillyard Shop, the closest shop point, this cable control unit was removed from the caterpillar tractor by a Water Service supervisor, Mr. George Colburn, assisted by the operator of the tractor. Upon removal, the unit was transported to Hillyard Shop, Spokane, Washington, and Machinists R. G. Anderson and L. A. Hovind, Jr., overhauled it. The following day, December 20th, Water Service Supervisor Colburn placed the renovated unit in a truck, hauled it to the working location of the tractor, and, again with the assistance of the operator, applied it to the tractor.

Also, on or about December 11, 1958, Water Service Supervisor Colburn removed the oil pump from Great Northern Crane R8005. He personally conveyed this unit to Hillyard Shop, and Machinist S. G. Osso repaired it. Mr. Colburn then returned the oil pump to the crane and re-installed it on same.

**THE CLAIM OF THE ORGANIZATION, THEREFORE,
IS WITHOUT MERIT FOR THE FOLLOWING REASONS:**

1. The organization has failed to cite any specific agreement or rule which grants them the exclusive right to perform maintenance and repairs on roadway maintenance equipment either in the field or elsewhere.

2. Past practice on this property, dating back many years before the claimant organization even obtained representation of the machinists' craft on this property, has been to assign the work involved in this claim to employees other than those in the machinists' craft.

3. Past awards of the Second Division of the National Railroad Adjustment Board have consistently denied similar claims based on similar rules by employees of the machinists' craft on other carriers on the basis that the rules cited by the organization provided no support for the claims and that the long existing practice was conclusive in the carrier's favor.

For the foregoing reasons, the carrier respectfully requests that the claims of the employes be denied.

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.

Parties to said dispute waived right of appearance at hearing thereon.

This dispute arises out of the following two instances.

1. On or about December 11, 1958, the oil pump of Crane R 8005 broke down while the crane was working on track and roadway maintenance at on-line locations on the Carrier's Kalispell Division, several miles away from its Hillyard shop, Spokane, Washington. The crane operator and another employe, both maintenance of way employes, removed the oil pump by loosening the bolts with which it is attached to the engine of the crane. The latter employe took the defective oil pump to the Hillyard shop where it was repaired by machinist S. G. Osso, the Claimant in this case. After the oil pump was repaired, said employes returned it to the work location of the crane and replaced it on the engine.

2. On December 19, 1958, the No. 24 front cable control unit on Caterpillar Tractor GN 16925 broke down while the tractor was working on track and roadway maintenance at on-line locations on the Kalispell Division. The tractor operator and another employe (or employes), all maintenance of way employes, removed the inoperative unit from the tractor by loosening the bolts on the protective cover and the unit. The unit was then taken by one of said employes to the Hillyard shop where it was repaired by machinists R. G. Anderson and L. A. Hovind, the Claimants in this case. After they had repaired

the unit, it was returned by the same employe to the work location of the tractor and replaced thereon.

The three Claimants contend that employes other than machinists employed by the Carrier were improperly used in the above described instances to perform machinists' work. Each of them requests, therefore, eight hours' pay at the rate of time and one-half.

For the reasons hereinafter stated, we are of the opinion that the instant claims are without merit.

The uncontroverted evidence proves that the maintenance of way employes performed no repair work on the defective units in question and that the Claimants actually repaired said units. All that the maintenance of way employes did was to loosen some bolts, remove the inoperative units from the machines, transport them to and from the Hillyard shop, and re-install the repaired units by putting them in their proper places and fastening the bolts. The work performed by them merely involved some simple routine tasks occurring in the day-to-day handling of the equipment and requiring no experience, skill or training as a machinist within the contemplation of Rule 48 of the labor agreement. In other words, it was purely incidental the actual repair work. Consequently, the work here in dispute was not covered by Rule 49 of said agreement and did not, therefore, come under the exclusive jurisdiction of the machinist craft. See: Awards 1000, 1996, 2223, and 3824 of this Division.

For the above stated reasons, it becomes unnecessary to rule on the Carriers' contention that the assignment of the work here complained of to employes other than machinists was sanctioned by past practice and we express no opinion on the validity of said contention.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 28th day of February, 1962.

LABOR MEMBERS DISSENT TO AWARDS NOS. 3956 and 3957
Rule 49 of the current agreement reads in part as follows:

"Machinists' work shall consist of laying out, fitting, adjusting,
* * * assembling, maintaining, dismantling and installing * * *
pumps, cranes, hoists, * * * ." (Emphasis ours.)

The work involved in these two disputes was specifically the dismantling and installing of hoist unit and an oil pump. There is no provision in the governing agreement to exclude any assembling, maintaining, dismantling and installing regardless of the amount of such work.

Webster's Dictionary defines the following words of Rule 49 as follows:

1. "Assembling" To fit together parts of.

2. "Maintain" To hold or keep in any condition, especially in a state of efficiency. 2. To keep up.

3. "Dismantle" To strip, to divest.

4. "Install" To establish in a place.

Rule 42(a) prescribes that:

"None but mechanics or apprentices regularly employed as such shall do mechanics work as per Special Rules of each craft, * * * ."

The majority disregarded the agreement governing the performance of this work. Therefor the awards are in error.

Edwad W. Wiesner

C. E. Bagwell

T. E. Losey

E. J. McDermott

James B. Zink