

Award No. 4749

Docket No. 4677

2-GN-FO-'65

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Howard A. Johnson when award was rendered.

PARTIES TO DISPUTE:

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

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement, Carrier improperly assigned Hostlers (Locomotive Firemen) to assist Laborers (Classified) in putting boiler water in storage tanks of Diesel Locomotives on all passenger trains going through Willmar, Minnesota.

2. That accordingly the Carrier be ordered to stop this practice and compensate claimants named as follows, each in the amount of four hours each day. Laborer Earl Birkeland first shift Tuesdays and Wednesdays, second shift Thursdays, Fridays, and Saturdays and third shift Fridays, or six days per week; Laborer Ray Haats second shift Sundays and Mondays, and third shift Tuesdays, Wednesdays, and Thursdays; Laborer Wendell Norsten third shift Saturdays and Sundays, first shift Mondays and second shift Tuesdays and Wednesdays; and Laborer Emil Gynild first shift Thursdays, Fridays, Saturdays and Sundays and third shift Mondays. All claims retroactive to January 9, 1963 and continuing until such time as the Claimants are properly assigned to assist Hostler Helpers (Classified Laborers) in performing the work in question.

EMPLOYEES' STATEMENT OF FACTS: Laborer Earl Birkeland, hereinafter referred to as a claimant, entered the service of the Great Northern Railway Company, hereinafter referred to as the carrier, May 2, 1936 as a laborer in the roundhouse at Willmar, Minnesota and has been continuously employed since that time. Laborer Ray Haats, hereinafter referred to as a claimant entered the service of the Great Northern Railway Company July 14, 1937 as a laborer in the roundhouse at Willmar, Minnesota and has been continuously employed since that time. Laborer Wendell Norsten, hereinafter referred to as a claimant entered the service of the Great Northern Railway Company August 4, 1941 as a laborer in the roundhouse at Willmar, Minnesota and has been continuously employed since that time, while Laborer Emil Gynild, hereinafter referred to as a claimant, entered the service of the Great Northern Railway Company September 11, 1936 as a laborer in the roundhouse at Willmar, Minnesota and has been continuously employed since that time.

3. Watering and servicing of locomotives has been performed by locomotive engineers, firemen and hostlers under various circumstances dating back many years before the organization negotiated its first schedule agreement covering round-house laborers.

For the foregoing reasons, the carrier respectfully requests that all of the claims of the employees 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.

Substantially the same issues were presented in Award No. 4606.

As in that award, we conclude that the evidence in the record does not support a finding that the work in question was exclusively within the jurisdiction of this Organization's members. For that reason these claims must be denied.

A W A R D

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 30th day of July 1965.