

Award No. 4841

Docket No. 4711

2-SOU-CM-'66

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. 21, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Carmen)**

SOUTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier violated the controlling Agreement June 10, 1963, through July 10, 1963, by assigning Carmen Helpers to perform Mechanics' work such as fitting up, bolting and riveting car parts on an assembly line operation at Coster Shop, Knoxville, Tennessee.

2. That the Carrier be ordered to discontinue these violations and compensate Carmen Helpers H. A. Coppock, P. A. Mullins and C. J. Wells, the difference between the Helpers' rate of pay which they were paid and that of Mechanics' pay for the period June 10, 1963 through July 10, 1963.

EMPLOYEES' STATEMENT OF FACTS: Carmen Helpers H. A. Coppock, P. A. Mullins and C. J. Wells, hereinafter referred to as claimants, are regularly employed by the Southern Railway Co., hereinafter referred to as carrier, in its Coster Shops, Knoxville, Tenn. to perform the work set forth in Rule 151, captioned carmen helpers, of the controlling agreement.

Coster Shop is a modern up-to-date shop equipped for the repairing of hopper cars by production assembly line methods. Commencing on or about June 10, 1963, carrier discontinued the use of hot rivets in the repairing of its series of 50-ton hopper cars and commenced to use a new type fastener called Huck Bolt. The Huck Bolt is designed to replace hot or cold driven conventional rivets, bolts, welds and other type fasteners. It also eliminates the separate fitting-up operation that is necessary when using hot rivets. Carrier's change from the use of hot rivets for permanent fasteners to Huck Bolts had the effect of consolidating the work operation of assembling and fitting-up and the work operation of permanent fastening by the hot rivet process into one operation.

thirty days and conceding that there has been no violation of the agreement in the utilization of carman helpers in the installation of huck bolts since July 10, 1963. In fact, Claimant H. A. Coppock has been working on the 50-ton hopper production line at Coster Car Shop assisting a carman in the installation of huck bolts since July 10, 1963.

It is thus evident that the controlling agreement has not been violated, that carman helpers have not been assigned to the fitting up, bolting and riveting of car parts on an assembly line operation at Coster Shop, Knoxville, Tennessee, as alleged, and that the monetary claim and demand on behalf of the three carman helpers named are without basis and unsupported by the controlling agreement.

There being no basis for the Brotherhood's various allegations or for the monetary claim and demand which it attempts to assert, only a denial award can be made.

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 were given due notice of hearing thereon.

The claim is "that the carrier violated the controlling Agreement * * * by assigning Carmen Helpers to perform Mechanics' work, such as fitting up, bolting and riveting car parts on an assembly line operation * * *."

However, the record shows that they did not take over and perform that work without carmen, but that they helped carmen to perform it.

As the title of their position indicates, and as Rule 151 states, carmen helpers are "employees regularly assigned to help carmen and apprentices." The rule also includes a number of specific activities and operations, which carmen helpers may perform in addition to their primary and general duty to help carmen and apprentices.

At about the time in question the use of huck bolts was adopted instead of rivets to fasten car parts together. In the riveting process it had been necessary to assemble the parts and to hold them together with a few bolts while the riveting was being done; this was called fitting up. The carmen then completed the work with the assistance of carmen helpers, who did the inserting or "sticking" of the rivets, which is not expressly mentioned in Rule 151, and also by heating and "holding on" rivets, which are expressly mentioned as duties of helpers in addition to their general duty to help carmen.

Huck bolts were not mentioned in the Agreement, but have since been substituted for rivets in this work. Whether huck bolts or rivets are used it is necessary first to assemble the parts, which is carmen's work, but in which the Rules do not forbid helpers to help them. It was admittedly permissible

for helpers to insert rivets, even though that work was not separately mentioned in Rule 151; therefore, it is not apparent how their insertion of the huck bolts now used instead of rivets can be considered improper in the same connection.

The Employees contend that the huck bolts replace not only the rivets, but also the temporary bolts, a very few of which were formerly used in the preliminary operation before the riveting was done; and that their insertion by helpers thus became part of the repair of cars which is mentioned in Rule 149 as carmen's work. But the use of temporary bolts was completely eliminated. And the insertion of either rivets or huck bolts has not been done by helpers in the absence of carmen, but in the performance of their duty to assist carmen; it thus comes within the helpers' primary duty. The Employees state that "the helper was never permitted to assist carmen in fit up or bolting car." If they mean that by practice they were not permitted to help carmen in that part of their work, such fact is not material. The statement in Rule 151 that carmen helpers are "employees regularly assigned to help carmen" is not ambiguous and requires no interpretation; therefore practice, even if shown to be established general practice, cannot be used to interpret, limit or qualify Rule 151.

We cannot conclude that helpers, while assisting carmen, exceed their authority by inserting huck bolts any more than they did by inserting rivets; neither specific activity is specified in Rule 151, and neither is shown to have been performed by carmen helpers except during their primary duty of helping carmen.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 11th day of March, 1966.