Award No. 4915
Docket No. 4858
2-LV-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. 96, RAILWAY EMPLOYES' DEPARTMENT, A. F. of L.-C. I. O. (Carmen)

LEHIGH VALLEY RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the Carrier violated the current agreement, letter of July 29, 1954, from Chief of Personnel, and Memorandum of Agreement effective October 16, 1960, when they improperly assigned Machinist to perform work rightfully belonging to the Carmen Craft on January 24, 1964 and February 13, 1964.

2. That the Carrier compensate Carman Richard L. Vienna for four (4) hours at the time and one-half rate of pay for January 24, 1964 and one (1) hour at the time and one-half rate of pay for February 13, 1964, on account of this violation, and all subsequent dates he be compensated at the applicable rate of pay for the number of hours on the respective dates that employes other than Carmen are assigned to perform the work in dispute.

EMPLOYES' STATEMENT OF FACTS: Rochester, Geneva, P & L. Jct., Auburn, Manchester, all in New York State, are all one seniority district for the carmen craft, and the carrier has a force of two (2) carmen assigned at Rochester, one (1) on the 7:00 A. M. to 3:30 P. M. shift and one (1) on a shift starting at 3:30 P. M. The claimant is regularly assigned to the 7:00 A. M. to 3:30 P. M. shift.

The tying down of piggyback trailers on jack type cars requires the service of two (2) carmen. When trailers are to be tied down on the second shift, the first shift carman has always remained on duty after the expiration of his shift on an overtime basis to assist the carman on the second shift to perform and complete this work.

The tying down and untying of trailers used in piggyback service is work that has always been assigned and performed by Carmen since the inception of this service by the Lehigh Valley Railroad in 1954.

On January 24, 1964, the claimant was instructed that he was no longer to work after the expiration of his shift on an overtime basis to assist the

(2) A reading of the letter dated July 29, 1954, does not, as the employes contend, grant carmen an exclusive right to the work incidental to tieing down piggy-back trailers.

(3) The provisions of Article VII of the August 21, 1954 agreement were, and are, applicable. The small amount of assistance, 10 to 15 minutes, performed by the machinist was strictly in accordance with the provisions of Article VII of the August 21, 1954 agreement.

Therefore, in view of the foregoing, the carrier respectfully requests this claim 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 claim involves two instances in which a machinist briefly assisted a carman in handling a yoke and jacks in connection with the blocking and securing of piggyback trailers at Rochester, where the mechanical force consists of a carman on the first trick, and a carman and a machinist on the second.

The work incidental to blocking and securing these trailers on cars is not specified in Rule 121 and did not exist when the rule was adopted so as possibly to have been included as "other work generally recognized as carmen's work." However, it is claimed by the Organization on the ground that in 1954 the Carrier's Chief of Personnel wrote the General Chairman, saying that "it seems reasonable to be the work for carmen to perform," that the one such instance theretofore occurring on the railroad had been so handled, and that if further such instances occurred "we will use carmen on the same basis as we did in the one instance referred to * * *;" and upon the ground that the same practice had since been followed. It is not necessary to determine whether all this work thereby contractually became exclusively carmen's work, in view of Article VII of the Agreement of August 21, 1954, which reads as follows:

> "At points where there is not sufficient work to justify employing a mechanic of each craft the mechanic or mechanics employed at such points will, so far as they are capable of doing so, perform the work of any craft that it may be necessary to have performed."

As was said in Decision 87-65 (Docket No. 111), System Board of Adjustment, The Pennsylvania Railroad Company and the United Railroad Workers Division of Transport Workers Union of America, with regard to identical language in Rule 5 F 2 of the agreement there applicable:

> "The language is all embracive as indicated by the use of words 'any craft' which in this context is synonymous with 'every craft.'

There are only two conditions to the mingling of work of crafts at outlying points and they are: 1) insufficiency of work to justify the hiring of a mechanic of each craft and 2) capability in the mechanics employed to perform the work of other than their own crafts."

This Division held similarly in Awards Nos. 2967 and 4856 involving rules with like language. Within the issues and facts here presented we must reach the same conclusion and deny the claim.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 30th day of June 1966.

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