Award No. 5165
Docket No. 4974
2-PT-BM-'67

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Harold M. Weston when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 105, RAILWAY EMPLOYES' DEPARTMENT, AFL-CIO (Boilermakers)

PORTLAND TERMINAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the Carrier violated the controlling agreement on December 17, 1964, when it assigned a Machinist to remove the front end of a steam generator at Union Station to make repairs to the gas burner and oil nozzle.

2. That accordingly the Carrier be ordered to compensate Boilermaker Leo F. Taylor in the amount of 2⅔ hours at the overtime rate of pay for the aforesaid violation.

EMPLOYES' STATEMENT OF FACTS: Boilermaker Leo F. Taylor, hereinafter referred to as the claimant, is regularly employed by the Northern Pacific Terminal Company of Oregon, hereinafter referred to as the carrier, as a boilermaker at Portland, Oregon, with seniority date of August 14, 1944, and regularly assigned to a work week of Monday through Friday, 6:59 A. M. to 2:59 P. M., rest days Saturday and Sunday.

On December 17, 1964, it became necessary to repair a locomotive steam generator at the Portland Union Station and carrier assigned a machinist to remove the front end plate of said steam generator.

The employes assert that on the basis of the rules of the controlling agreement and the generally recognized practice on this property, the work of removing the front end plate of the steam generator is the contractual work of Boilermakers and should have been so assigned.

Attached hereto as Exhibits A and A-1, respectively, is copy of Statement dated March 23, 1965, over the signature of Local Chairman of the Machinists, J. D. Prentiss and copy of letter dated September 7, 1965 over the signature of General Chairman of Machinists, F. W. Burke, both of which certify that machinists do not claim the removal of the front end plate from steam generator as machinists' work. Statement identified as Exhibit A

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 Carrier violated the controlling agreement by using a machinist instead of a boilermaker to remove the front end of a steam generator at Union Station in Portland, Oregon.

The machinist was engaged in repairing the generator, and found it necessary to remove its front plate in order to make repairs to the gas burner and oil nozzle. The plate was fastened to the front end of the generator by six bolts. Petitioner insists that the work involved in removing the plate belongs to boilermakers, and that since a member of that craft, the Claimant, was on duty at the time, he should have been called upon to perform it. Carrier points out that the machinist's primary job was to repair the gas burner and oil nozzle, and that the removal of the front plate was incidental to that work.

The Board always examines these situations carefully to make certain that craft lines and work covered by collective bargaining agreements are properly protected. It is not persuaded, however, that Petitioner has established that a significant amount of work is involved in this case, or that the performance of the disputed duties is part of a whittling-away process or constitutes a threat to the applicable agreement.

Under the circumstances, the claim will be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 25th day of May, 1967.

DISSENT OF LABOR MEMBERS TO AWARD NO. 5165

It is abundantly clear that the majority, in rendering its decision in Award 5165, completely ignored the evidence of record and the Boilermakers' Classification of Work Rule of the shop crafts' agreement in effect on the property and the long established principles of each craft performing its own work.

The majority states that "the plate was fastened to the front end of the generator by six bolts. * * * Carrier points out that the machinist's primary job was to repair the gas burner and oil nozzle, and that the removal of the front plate was incidental to that work."

Neither the Special Rules of the shops crafts' agreement in effect on the property nor evidence of record reveals that there is any provision contained in the shop crafts' special rules or any other rules of the shop craft agreement that provide for the assignment of craft work based upon the amount of work involved, and therefore craft work should be assigned to it regardless of the amount of work involved.

The word "incidental" is completely foreign to the shop crafts' rules agreement and has no application in the assignment of craft work. The majority further states, "The Board always examines these situations carefully to make certain that craft lines and work covered by collective bargaining agreements are properly protected." Such a contention by the majority falls of its own weight, since it failed to point out the protection it supposedly provided for craft lines or the collective bargaining agreements it so diligently sought to protect.

The majority also states, "It is not persuaded, however, that petitioner has established that a significant amount of work is involved in this case or that the performance of the disputed duties is part of a whittling-away process or constitutes a threat to the applicable agreement." This is also a weightless and meaningless statement since it cannot be reasonably denied that taking work from one craft and assigning it to another does not constitute a "whittling-away process" or constitute a threat to the applicable agreement.

C. E. Bagwell
D. S. Anderson
E. J. McDermott
R. E. Stenzinger
O. L. Wertz

Keenan Printing Co., Chicago, Ill. Printed in U.S.A.

5165