

Award No. 1363
Docket No. 1272
2-GC&SF-CM-'50

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYES'
DEPARTMENT A. F. OF L. (Carmen)**

GULF, COLORADO AND SANTA FE RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES: 1. That removing and applying sides, ends, roofs and trucks in connection with building and maintaining passenger and freight cars, or the dismantling thereof for repairs, is carmen's work under the current agreement.

2. That it is improper, under the current agreement, to assign other than carmen to operate derricks to assist carmen in performing the aforesaid work.

3. That accordingly the carrier be ordered to assign carmen to perform the aforementioned work in Items 1 and 2 hereof.

EMPLOYES' STATEMENT OF FACTS: At Cleburne, Texas, the carrier maintains facilities in the car department for building, maintaining and repairing both passenger and freight cars, including a force of approximately 400 carmen, carmen apprentices and carmen helpers.

The carrier operates in this car department two self-propelled derricks--one by steam and the other by gasoline, to lift car sides, ends, roofs, trucks and other similar work to expedite the duties of carmen assigned to building, maintaining and dismantling cars for repairs.

The steam derrick is operated by C. E. McCandless and the gasoline derrick is operated by J. R. Ledbetter. These two derrick operators are paid on the monthly basis. They are not covered by any agreement; they are not carmen and they are not shown on the seniority roster of the carmen at Cleburne.

The agreement, effective August 1, 1945, amended as of that date and subsequent thereto, is controlling.

POSITION OF EMPLOYES: It is submitted to be, as described in the foregoing statement of facts, indisputable that these derrick operators are substituted for carmen and are assigned to perform carmen's work, defined as such in the classification of work provisions of Rule 102, particularly that part thereof which reads:

placed on the locomotive when applied, by an overhead electric crane, operated by other than carmen, but this has never been the basis of a claim that the operation of such overhead cranes is the work of carmen. It is as unreasonable to contend here that the work performed by the cranes is the work of carmen as it would have been to contend that an overhead electric crane in the back shop should be operated by carmen in the removal and application of locomotive cabs.

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.

The parties to said dispute were given due notice of hearing thereon.

Rule 102 of the parties' effective agreement, so far as here applicable, provides:

"Carman's work shall consist of buildings, maintaining, dismantling for repairs * * * all passenger and freight cars, both wood and steel, * * *; and all other work generally recognized as carmen's work."

This is a specific scope rule and without exception as to the work here involved. It includes the work of removing and applying the sides, ends, roofs and trucks in connection with the dismantling for repairs and rebuilding of passenger and freight cars. What kind of tools this work is to be done with is a matter of concern only to the carrier but, under the scope of this rule, the carmen are entitled to operate the tools with which the carrier has the work performed.

In view of the nature of the claim, particularly Part 2 thereof, an outright sustaining of the claim, without explanation, might be construed as holding that carrier must continue to use derricks in doing the work set out in Part 1 of the claim and assign carmen to operate the derricks while they are being so used. Such is not the intent of the award. What it does hold is: that carrier may use whatever means it desires to have this work performed but that the doing thereof, be it by derrick or otherwise, is work to which carmen must be assigned.

AWARD

Claim sustained as explained in Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 26th day of January, 1950.