

Award No. 1506
Docket No. 1445
2-AT&SF-CM-'52

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and
in addition Referee Jay S. Parker when award was rendered.

PARTIES TO DISPUTE:

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

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
SYSTEM (Coast Lines)

DISPUTE: CLAIM OF EMPLOYES: 1. That removing and applying side-sheets, doors, end gates, truck-side and frames and bolsters in connection with building and maintaining freight and passenger 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.

EMPLOYEES' STATEMENT OF FACTS: At San Bernardino, California, the carrier maintains facilities in the car department for building, maintaining and repairing freight and passenger cars, including a force of approximately 700 carmen, carmen apprentices and carmen helpers.

The carrier operates in this department, two self-propelled derricks, identified as an Elwell Electric, lifting capacity 3,000 lbs.; and an International Load Master, lifting capacity 5,000 lbs., gasoline powered to lift car side sheets, doors, end gates, truck side frames and bolsters and other similar work to expedite the duties of carmen assigned to building, maintaining and dismantling cars for repairs.

These mobile derricks are both operated by the same employe as needed, namely, (carman helper) Lorenzo Martinez, who is covered by the shop crafts agreement dated August 1, 1945. Martinez is not a carman at San Bernardino.

The agreement effective August 1, 1945, and subsequently amended is controlling over this dispute.

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

The operators of the traveling overhead cranes in certain instances perform identical operations involved in the present dispute, in that crane operators move the crane from one location to another to pick up a pair of trucks, a car door, a car side and roof, etc., conveying it to the location where the repairmen are assembling the car and set the material in the proper place or hold it in place while the carmen, assisted by a helper or apprentice, set the parts into proper place and temporarily fasten them, preparatory to rivetting. There has never been any restrictions as to the use of overhead traveling cranes in handling this work and obviously there can be none, either in respect to the use of traveling overhead cranes or the use of mobile boom-cranes without nullifying and avoiding the appropriate rules of the agreement themselves.

In addition to the above, the carrier cites Award No. 1467, of your Honorable Board, which denied a claim like in nature and involving the same employe organization, the majority, among other things, having stated:

" . . . The conduct of the parties, the meaning applied and acquiesced in by the parties, the want of objection throughout the years, and the negotiation of new agreements without controlling changes in language dealing with the operation of boom tractors by carmen helpers, constitute very convincing evidence of the meaning of the contract. Award 1397, Second Division; Award 2436, Third Division. We hold, therefore, that the operation of boom tractors in assisting carmen mechanics can properly be assigned to carmen helpers and that the position of the carrier in the present dispute is the correct one."

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.

The issues and principles decisive of this case have been fully discussed, considered, and determined in Award No. 1502 (Docket No. 1396), this day adopted and the conclusion announced therein controls its disposition. Consequently, based on what is there said and held, the claim cannot be sustained.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 10th day of January, 1952.