

Award No. 1829
Docket No. 1697
2-P&WVa-FO-'54

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Edward F. Carter when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 57, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Firemen & Oilers)**

THE PITTSBURGH & WEST VIRGINIA RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement other than firemen and oilers craftsmen are improperly used to operate locomotive crane DE-X5 since May 20, 1953.
2. That accordingly the carrier be ordered to:
 - a) Restore the operation of the locomotive crane to Firemen and Oiler craftsmen when used in and about shops, power plant, train yards at Rook Engine Terminal, except when used in assisting Carmen in their classification of work.
 - b) Compensate A. Witchosky the difference in the rate of pay of Locomotive Crane Operator and that which he was paid as Acetylene Generator Attendant retroactive to May 20, 1953.

EMPLOYEES' STATEMENT OF FACTS: Under date of May 15, 1953 a notice was posted abolishing the position of crane operator in the locomotive department effective at the expiration of the working day on Tuesday, May 19, 1953. A copy of this notice is submitted herewith and identified as Exhibit A.

Prior to May 20, 1953 a firemen and oilers craftsman was regularly assigned five (5) days per week, Monday through Friday, to operate a locomotive crane in and about the shops, power plant, train yards, at Rook Engine Terminal. The locomotive crane was used to unload sand, coal, steel, pick up scrap with magnet or hook in the scrap bin and scrap field, clean yard with clampshell, loading and unloading wheels, performing work in all departments when and where a locomotive crane was necessary, except assisting carmen in their work in the car department.

On and since May 20, 1953 the operation of the locomotive crane when used to unload sand, coal, steel, pick up scrap with magnet or hook in scrap field or scrap bin, has been performed by stores department employes.

under the classification of work represented by the Brotherhood of Railway Clerks, which work the employes claim in this dispute, any more than it requires that an employe under its scope be used to operate the crane in the performance of work of a classification represented by the Brotherhood Railway Carmen, which work the employes have rejected in their claim in this dispute.

4. The carrier was, therefore, within its rights to qualify an employe under the scope of the clerks' agreement to operate the crane in stores department work.

5. The carrier is consequently not required to establish a position of hoisting engineer as requested by the employes.

6. The claim of the employes in this case should be denied in its entirety.

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.

This is a claim in which the Organization requests the restoration of the operation of a locomotive crane at the Rook Engine Terminal, Rook, Pennsylvania, to the Firemen and Oilers craft, and for the difference in pay for the employe entitled to do the work.

For many years prior to April 20, 1953, a locomotive crane was assigned to the Locomotive Department (Firemen and Oilers craft). Whatever time was available after performing the work of the Locomotive Department, the crane was used in performing work for the Stores Department. The employe who operated the crane for the Locomotive Department also operated it while doing the work of the Stores Department. A second crane was also used at this point which performed Car Department work only and was manned by an employe of the Car Department. This latter crane is not directly involved in this dispute.

The locomotive crane was used predominately by the Locomotive Department until changed conditions brought about the present dispute. Its work in that department included cleaning the ashpit, emptying the sludge tank from the acetylene generator plant, unloading coal from locomotive tenders incidental to repairing them, loading tenders in emergency cases, handling tenders, trucks, wheels and other heavy locomotive parts. The work done in the Stores Department was primarily that of loading and unloading materials, picking up scrap and loading same, and similar work. In the beginning, Stores Department work consumed about 20 hours of its time per month. The crane was operated by an employe of the Firemen and Oilers craft who was classified as a hoisting engineer under its agreement with the carrier.

From 1947 to 1953, the carrier gradually replaced its steam locomotives with Diesel power. This resulted in a progressive decrease in the time the crane was used in the Locomotive Department. In 1949, carrier began a program of scrapping its own cars. This created much more Stores Department work for the crane to perform. Protests were made by the Stores Department (Clerks) that they, and not Locomotive Department employes, should operate this crane inasmuch as more than 50% of the work performed by it was Stores Department work. On April 20, 1953, carrier entered into an agreement with the Clerks' Organization whereby a Store Department employe would operate the crane while it was doing work for the Stores Department.

The carrier abolished the position of hoisting engineer for the reason that the need for the crane in the Locomotive Department had decreased from 210 hours per month in 1941 to 10 hours per month in 1953. It is evident from the record that in 1952, more than 50% of the work performed by the crane was in the Stores Department. It ran as high as 88% for one month. This was the situation existing when the work of operating the crane for the Stores Department was given to an employe of that department. The operation of the crane while doing Locomotive Department work was left for employes of that department to perform. The transfer of work to the Stores Department was done unilaterally insofar as the firemen and oilers were concerned.

The operation of a crane is not the exclusive work of any craft on this carrier. It ordinarily belongs to the craft whose work it performs. It is the character of the work performed by the crane that ordinarily determines the craft from which its operator will be drawn. (This is on the theory that as the work performed belongs to a certain craft, the methods employed to perform it, including the machinery used, does not have the effect of removing it from the agreement with the craft who hold rights to the work.)

The operation of the crane while engaged in work of the Locomotive Department is clearly the work of employes of that department. The operation of a crane used in performing Stores Department work is ordinarily the work of employes of that department. When an employe of the Firemen and Oilers was assigned to operate the crane, its work was predominately that of the Locomotive Department. In order to keep the crane busy, it was used in the Stores Department to fill out its time. This was a matter of economy and efficiency in procuring a full use of the crane. It did not have the effect of transferring Stores Department work permanently to the Locomotive Department. The fact that Stores Department work may have been performed for a long time under such an arrangement does not change the character of the work or remove it from the agreement that includes it. A carrier may abolish positions and rearrange the work thereof when operating needs so require, except as it may have limited itself by contract. But when it elects to rearrange its work, such work may not be taken from a class of employes entitled to perform it. Where a carrier abolishes a position and assigns the remaining work to claims of employes entitled to perform it, it is within its managerial prerogatives and employes can have no valid complaint.

In the case before us, carrier abolished the position of the hoisting engineer when the Locomotive Department work had been reduced to 10 hours per month. It assigned the remaining Locomotive Department work to employes of that department as it was required to do. The carrier assigned the Stores Department work to employes of the Stores Department and thereby returned it to the craft holding contract rights thereto. This the carrier had a right to do, assuming only for the purposes of this opinion that it was not obligated to do so. We have concluded that carrier did not violate the Firemen and Oilers' agreement when it abolished the hoisting engineer's position and rearranged the work as it did. Awards 3744, 3746, 6187, Third Division; 1596, Second Division.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of August, 1954.