Award No. 2393
Docket No. 2351
2-GN-MA-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYES' DEPARTMENT, A. F. of L. (Machinists)

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES: 1. That under the current agreement other than employes of the Machinist Craft were improperly assigned to perform Machinist work in the Power Plant at Havre, Montana, on June 20 and 21, 1955.

2. That accordingly the Carrier be ordered to compensate Machinist Clarence Frey for eight (8) hours at the applicable overtime rate for each day involved.

EMPLOYES' STATEMENT OF FACTS: An induced draft fan was installed at the Havre power plant of the Great Northern Railway Company in 1946. There are two (2) bearings of the water and oil cooled type and are either babbitt or bronze next to the shaft. These bearings are fifteen (15) inches long and the bearing and housing assembled weigh approximately seventy-five (75) pounds. The upper half of the bearing is fitted to a two (2) inch shaft and has an outer jacket for water.

The lower half including the housing is all one piece with an outer jacket for water and an inner reservoir for oil. Both parts save seals fitted to the shaft to retain the oil. To remove these bearings two (2) one and one-half (1½) inch nuts must be removed and then the bolts removed from the frame and shaft jacket. These bearing are removed when the unit is shut down for annual inspection and a considerable amount of work is required in examining and fitting the bearings to insure a continuous operation.

This boiler, and induced fan unit, was shut down for several weeks. on June 20 and 21, 1955, during the time the unit was shut down, Chief Engineer Davis and Stationary Fireman O'Leary of the Havre power plant dismantled, repaired and reassembled the bearings on the induced draft fan which consisted of scrapping and fitting.

The agreement effective September 1, 1949 as subsequently amended is controlling. This dispute has been handled with carrier officials up to and including the highest designated official, all of whom have declined to adjust the dispute satisfactorily.

However, carrier was willing to transfer this work to machinists in light of power house employes willingness to give it up. However, this claim seeks to enforce the transfer of work prior to the date that the transfer was made.

There can be no question but what the element of jurisdiction is involved in the performance of the work which is the subject of the claim. To bear this out, the facts speak for themselves. For ten years the work was performed by power plant employes at Havre and this work assignment was not protested.

In June, 1955 this same work was again performed by power plant employes. Following the performance and completion of this work on June 20 and 21, 1955, the machinists organization **solicited and received an opinion** from the general chairman of the organization, whose members performed the work on June 20 and 21, 1955, relative to which craft had the exclusive right to perform such work. It was not until after the organizations reached an understanding on this matter that the present claims were filed.

Through mutual understanding between the organizations involved, and the carrier, relative to this work performed by power plant personnel, it was agreed that this work of removing induction draft fan bearings, cleaning and replacing them, would now become machinists work. This mutual understanding was reached **subsequent to June 20 and 21, 1955,** upon which dates this work is case was performed for the last time by power plant employes.

In conclusion, carrier firmly contends that this claim of the employes organization is entirely lacking in merit or schedule rule support and must be denied for the following reasons:

1. Power plant employes performed the work in question for a period of ten years without a formal protest from any organization.

2. Carrier complied with Rules 1(c) and (d) of the power house employes agreement when it assigned the work in question to power plant personnel.

3. Carrier complied in full with Rule 42(c) of the agreement between carrier and the complaining organization which rule specifically states that:

> "This rule does not prohibit stationary engineers or firemen from making minor repairs incidental to the continuous operation or maintenance of stationary power plants."

4. Carrier entered into conferences and negotiations with the organization involved relative to arriving at a mutual understanding and agreement as to what craft the work belonged after these organizations had arrived at a mutual understanding and so notified the carrier of their agreement.

5. Carrier assigned the work in question to employes of the machinists craft (which is the complaining organization herein) as soon as the machinists organization and the power house employes organization, represented by the Brotherhood of Firemen & Oilers, had reached agreement relative to whom the work belonged.

6. The employes organization making this claim have already been given the work in question, and their demand for a penalty payment in addition is not only unreasonable but totally lacks schedule support.

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 the 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 record indicates that the work in dispute in this docket has been performed by the stationary engineers since the date of the installation of the induced draft fan in 1946 at Havre, Montana, up until date of this dispute in June, 1955.

The record further indicates that the general chairman of the Firemen and Oilers Organization and the general chairman of the Machinists Organization reached an understanding in July, 1955 that work involved in docket was machinists' work. The carrier was advised of this fact in conference on September 14, 1955 and Mr. C. A. Pearson, assistant to president of personnel, in a letter dated September 16, 1955 confirming the conference, agreed to assign the work involved in this dispute to the machinists in view of the agreement between the two organizations, but objected to paying compensation for time involved in the claim in face of Rule 94 of the controlling agreement. We hold Mr. Pearson's letter assigning this work to the machinists disposes of Part I of the claim. Rule 94 reads:

> "Jurisdiction. Any controversies as to craft jurisdiction arising between two or more of the organizations parties to this agreement shall first be settled by the contesting organizations, and existing practices shall be continued without penalty until and when the Carrier has been properly notified and has had reasonable opportunity to reach an understanding with the organizations involved. * * *"

In view of Rule 94, claim for compensation is dismissed.

AWARD

Claim disposed of per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 18th day of January, 1957.