

Award No. 3778

Docket No. 3571

2-GN-EW-'61

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Mortimer Stone when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.-C. I. O. (Electrical Workers)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. That the provisions of the current agreement are being violated when other than an Electrical Worker (Crane Operator) is assigned to operate an electric crane at the Steel Car Plant, St. Cloud, Minnesota.

2. That accordingly the Carrier be ordered to compensate the senior furloughed crane operator at the applicable rate for all time that other than crane operators are used in violation of the agreement commencing August 14, 1958, and continuing until said violation is discontinued.

EMPLOYEES' STATEMENT OF FACTS: Prior to August 14, 1958, all electric cranes at the steel car plant of the Great Northern Railway Company, hereinafter referred to as the carrier, located at St. Cloud, Minnesota, were operated by crane operators of the electrical workers' craft.

Prior to this date the electric cranes operated on a track running the length of the building and extending outside the east end of the shop building for a distance of approximately 50 feet. Shortly before August 14, 1958, the crane track or rails and the trolley feeder wires were extended approximately 150 feet further out from the east end of the building and an additional crane was installed to operate on the track both outside and inside the building. The new crane was a 5 ton Whiting crane, similar to the other electric cranes operating in this shop building.

The electric cranes handled material and parts used in connection with building, rebuilding and repairing freight cars of the carrier. Material and parts were unloaded and stockpiled outside the shop by the stores department, within reach of the electric cranes, and, as needed, the material and parts were picked up by the electric cranes, carried into the shop building and delivered to the carmen working on the freight cars.

On or about August 14, 1958, the carrier assigned an employee of the stores department to operate the newly installed 5 ton Whiting electric crane. This crane is now being used to perform the work outlined in the above

Express and Station Employees' Organization on this property, have always been assigned to operate cranes belonging to or which have been assigned to Carrier's Store Department."

The operation of the store department crane in the instant case rightfully belongs to store department employees per Rule 1(e) of the clerks' schedule rules agreement, which reads as follows:

"ARTICLE I. SCOPE

Rule 1(e) Other office, station and storehouse employees such as office boys, messengers, chore boys, operators of office or station appliances or devices not requiring special skill or training such as those for perforating papers, addressing envelopes, number claims and other papers, mimeograph or duplicating machines, and machines used to perform work of a like nature, not including those shown in paragraph (b), automobile and power truck or tractor chauffeurs or operators connected with store and station service, **and store crane and derrick operators.**" (Emphasis ours)

In light of Rule 1(e) of the clerks' schedule rules agreement, quoted above, carrier was contractually obligated to assign a store department employee to the store department crane in the instant case; therefore, the so-called scope rule which appears on the cover of the shop crafts schedule agreement No. 3 has no application whatsoever in the instant case and carrier did not violate same in the instant case since store department employees, by rule and practice, have always operated cranes which have been assigned to the store department.

CONCLUSION: Carrier emphatically asserts that the instant claim of the employees is completely lacking in merit for reason that: the crane in case belongs to, or has been assigned to, the store department at St. Cloud; store department employees use this crane in handling store department materials from cars to a storage area where stock piles of car-building materials are maintained by the store department; the operation of this store department crane rightfully belongs to store department employees per Rule 1(e) of the clerks' schedule rules agreement; Rule 78 of the shop crafts schedule does not provide that all electric cranes on this property will be operated by crane operators who are represented by the electrical workers' organization; the so-called scope rule which appears on the cover of shop crafts schedule No. 3 has no application in the instant case since store department employees by rule and practice have always operated cranes, regardless of type, which have been assigned to the store department.

For the reasons as outlined herein, this claim of the employees must be denied.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

Prior to 1958 a five-ton overhead electric crane had been installed in the steel car shop, which operated on a track running the length of the building and extending some 175 feet outside the shop and over the storage area. This crane was used to make delivery of car parts and materials from stock piles outside the shop to fabrication points in the shop where needed and also to progress the partly fabricated cars from one machine to another along the assembly line in the shop. This crane was operated by a crane operator under the electrical workers' agreement.

Outside the car shop there was a mobile locomotive crane operated by an employe of the Store Department and used and controlled by that department in its work to unload car-building materials from freight cars and stock pile them in the area outside the car shop where they could be picked up by the Mechanical Department electric crane for use inside the shop, and also to stock pile partially built freight cars which were brought out from the shop to the storage area by the Mechanical Department electric crane.

In 1958 the overhead track used by the electric crane was extended out over the storage area so as to make a runway of some 425 feet outside the shop, and a second electric crane was installed on it to replace the mobile electric crane theretofore used by the Store Department employes.

Carrier states, without denial:

"The "second" or "outside" electric crane was assigned to the Store Department; is operated by a Store Department employe, and is used to perform work which has always belonged to Store Department employes on this property."

So far as appears the operation of the electric crane does not require any skill or knowledge peculiar to electricians or included in their "Classification of Work" rule.

It is the position of the employes that the operation of this second electric crane is properly the work of a Mechanical Department crane operator by virtue of paragraphs (a) and (b) of their Rule 78:

"Rule 78 (a) Crane Operators.

Operators of electric cranes of 40-ton capacity or over, and making running repairs including cleaning and lubricating.

"(b) Operators of electric draw bridges and electric cranes under 40 tons capacity, and making running repairs including cleaning and lubricating."

and also the cover page scope rule of their agreement:

"It is understood that this Agreement shall apply to those who perform the work specified herein in the Maintenance of Equipment Department and all other Departments of this Company wherein work covered by this Agreement is performed, except where covered by other agreements on the effective date hereof."

The scope rule of the Clerks' agreement, Rule 1 (e), includes "store crane and derrick operators" and antedates the scope rule provision relied on by the Organization here. Thereunder the operation of the "outside" crane belonged to Store Department employees.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1961.