

**Award No. 4185
Docket No. 4101
2-CRI&P-CM-'63**

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Joseph M. McDonald when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. — C. I. O. (Carmen)**

CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That under the current agreement the Carrier improperly assigned other than a Carman Helper to operate a boom type Crane in the Car Department at St. Louis, Mo., December 17, 1960.

2. That accordingly, the Carrier be ordered to compensate Carman Helper Dallas Self, four (4) hours pay at the applicable rate for December 17, 1960.

EMPLOYES' STATEMENT OF FACTS: Dallas Self, hereinafter referred to as the claimant is employed by the Chicago, Rock Island & Pacific Railroad Company, hereinafter referred to as the carrier, as a carman helper at St. Louis, Missouri. The claimant is regularly assigned on the repair track as a crane operator with hours of 8:00 A.M. to 4:30 P.M. Monday through Friday with rest days of Saturday and Sunday.

The claimant in the course of his duties as a crane operator handles material and tools with the crane to facilitate repairs to cars by carmen. The claimant also loads tools and material on a truck which carmen use to repair cars on line of road.

The carrier on December 17, 1960, one of the rest days of the claimant, assigned Carman Ronald Haynes to operate the crane to load car jacks, car horses, car wheels and other material on a truck for repairs to PFE 43786 at Gerald, Missouri some 80 miles from St. Louis.

This dispute has been handled with the carrier up to and including the highest officer so designated by the carrier, who has declined to adjust it.

The agreement effective October 16, 1948, as subsequently amended, is controlling.

unanimous Board holdings that "The proper rate of compensation for work not performed is pro rata rate * * * which principle is embodied in even Award No. 3405 upon which the Organization relies in this dispute.

However, as has been clearly shown, this carman performed work within his craft incidental to his primary function, clearly in line with the established fact that a journeyman mechanic may perform any and all duties within his craft, therefore, this claim is entirely without merit and should 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 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.

Parties to said dispute waived right of appearance at hearing thereon.

The Organization contends that the carrier improperly assigned other than a helper of the craft (herein Carmen) to operate a portable crane in the Car Department at St. Louis, Mo. on December 17, 1960, in violation of applicable Rule 48 of the controlling agreement, which reads as follows:

"RULE 48. PORTABLE CRANES.

Portable cranes such as Elwell-Parker or similar boom type cranes will be operated by helpers of the craft performing the work in accordance with the classification of work rules in this agreement. The preponderance of work will govern as to classification of helper to be used. Present helpers will remain on these positions until they leave of their own accord."

Carrier's position is that the men assigned were the day inspector and a journeyman carman and that as journeymen they can perform all work within their craft incidental to their primary function.

The logic of the carrier's position seems sound and numerous awards of this Division support its position, in cases where the disputed work was incidental to the carman's general duties, or where helpers positions had been abolished or helpers were otherwise unavailable. So also is the holding of Arbitration 219 (Case No. E-22) cited herein by the carrier and referred to in several of the former awards of this Division.

If the Classification of work rules, viz, Rules 110 and 112 of the controlling agreement were all that were involved then carrier's position might well be supported by our former awards, but Rule 48 gives helpers of the craft involved the exclusive contractual right to operate the subject cranes.

This award must be distinguished from Award No. 3405 cited by the Organization to support its position. That award concerned out of craft work and is not controlling herein.

AWARD

Claim Sustained. Carrier is ordered to compensate Carman Helper Dallas Self for four (4) hours' pay at the appropriate rate for December 17, 1960.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 26th day of April, 1963.