

Award No. 4267

Docket No. 4059

2-GN-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. 101, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. — C. I. O. (Carmen)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

That under the provisions of the current agreement the work of dismantling cars for salvage of appurtenances and parts and the dismantling of such appurtenances and parts is carmen's work and the Great Northern Railway Company should be ordered to assign carmen to perform this work.

EMPLOYEES' STATEMENT OF FACTS: At St. Cloud, Minnesota, a point where the Great Northern Railway Company (the Great Northern Railway Company is hereinafter referred to as the carrier) employs carmen, the carrier has assigned the work of dismantling cars to stores department laborers. Such laborers remove reusable trucks, draft gears couplers and the like, from the cars and returned them either in whole or in part to the stores department.

This dispute was initiated at the local level by letter signed by the local chairman dated June 8, 1960, directed to the strip yard foreman.

The Foreman replied under date of June 8, 1960.

Subsequently, this dispute was appealed up to and including Mr. C. A. Pearson, who declined same on November 29, 1960.

Conference was held on May 9, 1961, without the carrier offering anything old or new in support of its position.

The agreement effective September 1, 1949, as subsequently amended, is controlling.

POSITION OF EMPLOYEES: It is submitted that under the clear and unambiguous language of Article 15 captioned "CARMEN'S SPECIAL RULES" and Rule 83 thereunder captioned "Classification of Work", in pertinent part reading:

of the Board is limited to interpretation of the Agreements and ordering payment of appropriate money damages when demanded.

**THE CLAIM OF THE ORGANIZATION, THEREFORE,
IS WITHOUT MERIT FOR THE FOLLOWING REASONS:**

1. It is the fundamental right of the carrier to assign work in whatever manner is necessary or desirable, unless the power to make such decisions has been limited by law or by some clear and unmistakable language in the collective bargaining agreement.

2. In order to carry its burden of proof in this case, the organization must show that it has secured the exclusive right by agreement and practice to perform the scrapping operations performed at St. Cloud.

3. The Organization admits that stores department employes have always performed the scrapping operation which is involved in this case, and that it has acquiesced in that practice for twenty years.

4. There is nothing in Rule 83 of the Schedule Agreement which supports the organizations claim that it has the exclusive right to scrap freight car components.

For the foregoing reasons, the carrier respectfully requests that the claims of the employes 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 were given due notice of hearing thereon.

This dispute arose at the Carrier's St. Cloud, Minnesota Shops.

We find that the work of dismantling cars for the salvage of appurtenances and parts is Carmen's work.

We find that the work of cutting up cars and their component parts to produce marketable scrap belongs to the Stores Department.

These findings should resolve the dispute here involved, except that at St. Cloud when a car has been routed to the Stores Department for scrapping, a Carman is often later called to inspect and determine if there are any reusable parts prior to the final scrapping operation, according to the Carrier.

The Organization maintains that the Stores Department is actually dismantling trucks and removing couplers and draft gears from cars, and then calling a carman to inspect the parts, some of which are then scrapped and some of which are marked for re-use.

If the inspection and salvage is incidental to the scrapping operation as Carrier contends, then there is no violation of the current agreement, but we are convinced from the evidence in this record and from the matters adduced at the hearing that the Stores Department at the St. Cloud operation is doing Carmen's work in fact, and not only as incidental to their assigned and agreed duties.

AWARD

Claim sustained. Work to be assigned according to our findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 18th day of July 1963.