

Award No. 4381

Docket No. 4256

2-C&O-CM-'64

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 41, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. — C. I. O. (Carmen)**

**THE CHESAPEAKE AND OHIO RAILWAY COMPANY
(Chesapeake District)**

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Chesapeake and Ohio Railway Company violated the current agreement, particularly Rule 156, by assigning Carmen the work of removing and installing journal box lubricator pads, Clifton Forge, Virginia.
2. That accordingly the Chesapeake and Ohio Railway Company be ordered to compensate Carmen Helpers Archie Wells and V. B. Sorrells eight (8) hours March 7, 1961, and eight (8) hours each day five (5) days each week subsequent to March 7, 1961, at the carmen helper applicable straight time rate of pay until the violation is corrected.

EMPLOYEES' STATEMENT OF FACTS: Carmen Helpers Archie Wells and V. B. Sorrells, hereinafter referred to as the Claimants, are employed by the Chesapeake and Ohio Railway Company, hereinafter referred to as the carrier, at Clifton Forge, Virginia.

Carrier operates transportation yard and repair track at Clifton Forge, Va. Cars shopped by car inspectors in transportation yard are set on repair tracks for repairs to defects on the cars, which includes rebrassing of cars, removing and installing journal box lubricator pads. A force of carmen, carmen apprentices and carmen helpers are employed and hold seniority in the respective class, rule 31 of the shop crafts' controlling agreement. Prior to March 7, 1961, carmen helpers were assigned and performed the work of removing and installing journal box lubrication pads in cars on the repair tracks and said work was recognized as carmen helpers' work. On Monday, March 6, 1961, Mr. C. A. Nuckols, general car foreman, assigned the work of removing and installing of journal box lubrication pads to the carmen.

ment based upon its production requirements. Therefore, the performance of so-called machinist helpers' work by machinists did not and does not violate any contract rights of the machinist helpers. . . ."

The rules of the machinist craft under consideration in that case are similar to the carmen rules under consideration in the instant case, and the practice on this property with respect to the use of carmen mechanics to perform all work of the craft, including that which may be performed by or with the assistance of a helper, is in conformity with that in the case resulting in the above opinion of the Court.

Reference to Rule 156 cited by the employees in support of their claim fails to disclose any reference to journal box lubricator pads. Even if Rule 156 were an exclusive rule, which it is not, as has been adequately shown, there is nothing contained in the rule which would justify a finding that the work of removing and applying lubricator pads was exclusive work of carman helpers. The only possible portion of the rule which could be seized upon would be that part reading ". . . all other work generally recognized as carman helpers work . . .", and it has already been clearly shown by the carrier that such work has never been recognized, either at Clifton Forge or other places on the property, as work belonging exclusively to the carman helper group.

Carrier has shown:

1. That there has been no violation of rule 156 or any other rule in the shop crafts agreement in permitting carmen mechanics to perform the work here claimed.
2. That no rule in the agreement assigns any work exclusively to carman helpers.
3. That throughout the history of the collective bargaining agreement, carman mechanics and apprentices, as well as mechanics and apprentices of other crafts have been used to perform all work of the respective craft.
4. That the issue in this case has been the subject of a series of Awards by your Board, all of which warrant denial of the claim of the employees in this case.

For these reasons, the claim of the employees 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 were given due notice of hearing thereon.

The facts in this dispute are very similar to those found in Award 4380, except that in this award the shop is located at Clifton Forge, Virginia.

The parties agree that the decision of Award 4380 is applicable here also. Therefore, the request of the Organization that this Board require the Carrier to discontinue assigning the work of removing and installing journal box lubricator pads to Carmen and to allow Carmen helpers to do the work exclusively should be denied.

AWARD

Request denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 5th day of February, 1964.