

Award No. 4392

Docket No. 4231

2-MP-CM-'64

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION No. 2, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. — C. I. O. (Carmen)**

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Missouri Pacific Railroad Company violated the controlling agreement, particularly Rule 118, and Section 11 of agreement identified as Decision No. SC-88-1, when other than car helpers were used to perform car helper oiler work at North Little Rock, Arkansas.

2. That accordingly, the Missouri Pacific Railroad Company compensate the car helper oilers listed below in the amount of eight (8) hours per day, five (5) days per week, at the straight time rate, with the exception of holiday work which is herewith claimed at the overtime rate, beginning Monday, March 20, 1961, until the violation is corrected:

R. C. Graham
C. R. Higgs
W. G. Patton
C. Whitmire
W. L. Caudle
F. E. Cupit
W. B. Couch
L. Colclasure
R. A. Watson

F. D. Waggle
V. Hughes
G. A. Simpson
W. H. Carlock
C. R. Holmes
R. S. Rigdon
T. L. Stevenson
J. D. Richards
D. W. Purnell

J. T. Mathis
N. Rankin
P. B. Nons
J. A. Tippitt
C. C. Lewis
F. F. Newton
W. D. McCord

EMPLOYEES' STATEMENT OF FACTS: The Missouri Pacific Railroad Company, hereinafter referred to as the carrier, maintains a large train yard at North Little Rock, Arkansas. The twenty-five car helpers listed above, hereinafter referred to as the claimants, were employed by the carrier as car helpers in the North Little Rock train yard until they were furloughed at the close of shift, Sunday, March 19, 1961, and subsequently on Monday, March 20, 1961, the service treating, oiling and brassing of cars was performed by car inspectors in the North Little Rock train yard.

advances which admittedly will result in changes. The improved efficiency generates more business and creates more and better jobs.

This claim is not supported by the rules cited by the employes and 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 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 25 claimants herein are furloughed carmen helpers from the Carrier's North Little Rock Train Yard who allege that the Carrier did not have the right, under the applicable agreement and its prior amendments, to transfer the work of oiling, service treating and brassing cars to carmen.

It is not disputed that prior to March 20, 1961, claimants had performed this work and that subsequently the volume of work in question was substantially reduced by reason of automatic oiling devices being installed.

The Organization's arguments here are identical to the ones which it presented to the Board in Award No. 4257. Referee Charles W. Anrod, speaking for the majority of this Division, said, "* * * The principle is well established * * * a journeyman is the master of his craft and may be assigned to perform all the work thereof". We agree with this principle as stated by Professor Anrod and find that there is nothing contained in the current agreement, or in Section 11 of the Memorandum Agreement of June 18, 1942 (Decision No. SC-88-1), between the parties that would cause us to make a contrariwise award to Award No. 4257 on facts which we find to be identical insofar as their importance is concerned.

For the reasons stated the claims of the employes should be denied.

AWARD

Claims 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.

DISSENT OF LABOR MEMBERS TO AWARD 4392

The majority admits that prior to March 20, 1961 the claimants had performed work such as that involved in the instant dispute. This fact alone

is evidence that the carrier arbitrarily transferred the work to others after that date. Such unilateral action on the part of the carrier is in violation of the agreement.

The principle relied upon by the majority as set forth by Referee Anrod in the findings in Award 4257 is not well established and relying thereon, as the majority has done here, shows lack of analysis of the controlling agreement and its relation to the present case.

Upholding the carrier in assigning carmen helpers' work to others means the breaking down of a condition agreed upon in collective bargaining and is in violation of the Railway Labor Act command to " * * * exert every reasonable effort to make and maintain agreements concerning rates of pay, rules, and working conditions * * *"

Based on the controlling agreement and the facts in the case the claim asserted should have been sustained.

T. E. Losey

C. E. Bagwell

E. J. McDermott

R. E. Stenzinger

James B. Zink