

Award No. 4435

Docket No. 4386

2-CRR-EW-'64

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee J. Harvey Daly when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 44, RAILWAY EMPLOYEES' DEPARTMENT, A. F. of L. - C. I. O. (Electrical Workers)

CLINCHFIELD RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier improperly assigned other than regularly employed crane operators to operate electric crane as provided under Electrical Workers' Special Rule No. 56, in connection with the operation of overhead crane in machine shop, Erwin, Tennessee.

2. That accordingly the Carrier be ordered to:

(a) Discontinue the use of other than regularly assigned electric crane operators to perform such work.

(b) Compensate Crane Operator G. P. Higgins for all time lost subsequent to and including February 16, 1962.

EMPLOYEES' STATEMENT OF FACTS: At Erwin, Tennessee, the Clinchfield Railroad Company, hereinafter referred to as the Carrier, installed pendant controls on 10-ton crane located in machine shop. This crane is now being operated from the floor by means of a flexible cable, which is connected to the crane with push button box connected to the lower end of cable. The operator stands or walks with the movement of the crane holding push button box in one hand, and operating push button with the other. This method of operation resulted in the furloughing of the above named claimant, which is confirmed by bulletin dated February 9, 1961.

This dispute has been handled in accordance with the provisions of the agreement, effective September 1, 1949, up to and including the highest designated carrier officer to whom such matters may be appealed, who have failed to make a satisfactory adjustment.

The agreement effective September 1, 1949, is controlling.

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.

Crane Operator G. P. Higgins, the claimant, who worked the first shift Monday through Friday, was furloughed on February 9, 1961, after the Carrier installed pendant controls on a ten-ton overhead crane located in the Carrier's Machine Shop at Erwin, Tennessee.

Attached to the crane was a flexible cable with a push-button box at its lower end which permitted the crane to be operated from the floor.

The Organization contends that under General Rule 18 and Special Rule 56 of the controlling agreement the "Carrier is not authorized to assign other than regularly employed crane operators to operate electric cranes of less than 40 ton capacity."

The Carrier, on the other hand, contends that nothing in the agreement confers upon the electrical workers the exclusive right to operate an overhead traveling crane by push-button controls; and that pendant controlled cranes—not operated by assigned electricians—have been in operation in the Wheel Shop since 1954 and in the Car Shops since 1958 without protest from the Organization. The Carrier also relies upon General Rule 18 to support its position and stated that Rule 56 is a special rule and subordinate to General Rules 18 and 31.

The pertinent provisions of the rules cited are as follows:

"Assignment of Work

"Rule 18: None but mechanics, leading men, and apprentices shall do mechanics' work as per special rules of each craft . . .

"Work recognized as belonging to the respective crafts will be assigned as far as practicable to each craft, except when any mechanic of any class has an assignment of work, which under the classification of work between the various classes, requires work of other classes in connection therewith, it will be his duty to perform such work.

"At points or on shifts where there is not sufficient work to justify employing a mechanic of each craft, the mechanic . . . employed at such points . . . will, so far as capable, perform the work of any craft that may be necessary."

"Application of Rules

"Rule 31: In case of conflict between the general rules and the special rules of any craft the general rules shall prevail."

“Groundman

“Rule 56: This to include electric crane operators of cranes of less than 40 tons capacity.

“Note: This does not include operators of electric tractor cranes or tractor trucks, who are classed as laborers.”

The controlling agreement establishes that Rule 18, being a General Rule, takes precedence over Special Rule 56—as well as Special Rules 54 and 55—which are classification of work rules.

The record also establishes that the pertinent language of General Rule 18—as set forth below with underscoring added.

“Work recognized as belonging to the respective crafts will be assigned as far as practical to each craft, except when any mechanic of any class has an assignment of work, which under the classification of work between the various classes, requires work of other classes in connection therewith, it will be his duty to perform such work.”

supports the Carrier's position in the present case.

In keeping with the facts set forth above, the Board must rule that the Carrier did not violate the agreement and deny this claim.

AWARD

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION**

**ATTEST: Harry J. Sassaman
Executive Secretary**

Dated at Chicago, Illinois, this 26th day of February, 1964.