

Award No. 4498

Docket No. 4372

2-B&O-FO-'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. 30, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.—C. I. O. (Firemen & Oilers)**

THE BALTIMORE & OHIO RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement, the Carrier improperly abolished Engine Supplyman Henry M. Laisure's position and improperly assigned the duties of Engine Supplyman to other than employes covered by the Firemen and Oilers (Laborers) Agreement.
2. That accordingly, the Carrier be ordered to recall Engine Supplyman Henry M. Laisure to service at Holloway, Ohio, and that he be compensated for all loss of wages sustained on account of the aforesaid violation from October 23, 1961.

EMPLOYEES' STATEMENT OF FACTS: At Holloway, Ohio, all firemen and oilers (laborers), some of whom had worked for the Baltimore and Ohio Railroad Company for over 30 years, were furloughed, their positions were abolished, and their work and duties of supplying, cleaning, watering and sanding of diesel locomotives were assigned to the working foremen.

Mr. Henry M. Laisure, hereinafter referred to as the claimant, was employed by the Baltimore and Ohio Railroad Company, hereinafter referred to as the carrier, as a fireman and oiler employe at Holloway, Ohio, on August 23, 1926. During the ensuing 35 years the claimant worked various classifications in the firemen and oilers' craft, including that of engine supplyman. On May 5, 1961, the claimant was furloughed and the duties of his assignment were transferred to the working foreman.

This dispute has been handled with the carrier up to and including the highest officer so designated by the carrier, with the result that such officers have declined to adjust the dispute.

The agreement effective May 1, 1944, as subsequently amended, is controlling.

Oilers' organization were signatory to Article VII of the August 21, 1954 National Non-op Agreement.

The carrier submits that the claim in this case is wholly without merit and should be denied. The carrier requests that this division so rule and that the claim in its entirety 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 Claimant, Henry M. Laisure, was hired by the Carrier on August 23, 1926, as a Fireman and Oiler at the Company's facility at Holloway, Ohio. During the Claimant's thirty-five years of service, he performed the duties of several job classifications including those of an Engine Supplyman.

On May 5, 1961, the Claimant was furloughed from his Engine Supplyman's position and his duties were transferred to a working foreman.

The position of the Organization is that the Carrier's action violated the Scope Rule of the controlling Agreement.

The Carrier contends that "While the Firemen & Oilers' Agreement lists Supplymen as a class of employes * * *, there are no defined duties of that class in the agreement".

The Scope Rule of the Controlling Agreement—which is dated May 1, 1944, reads, in pertinent part, as follows:

**"ARTICLE 1
SCOPE**

These rules govern the hours of service and working conditions of:—

GROUP B

Hoisting Engineers;
Hoisting Firemen;
Transfer and Turntable Operators;
Fire Knockers;
Fire Builders;
Locomotive Watchmen;
Supplymen, including Lubricator Fillers;
* * *

Article VII of the August 21, 1954 Agreement, reads, in full, as follows:

“Mechanics Performing Work of Another Craft

Effective November 1, 1954

At points where there is not sufficient work to justify employing a mechanic of each craft the mechanic or mechanics employed at such points will, so far as they are capable of doing so, perform the work of any craft that it may be necessary to have performed.”

The Scope Rule cited by the Organization, in support of its position, lists the job classifications embraced therein. The Scope Rule, however, does not define or list the concomitant job duties attached to each job classification. Consequently, this Board cannot accept the Organization's contention that the work in question was reserved solely to the Claimant.

AWARD

Claim denied.

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

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

Dated at Chicago, Illinois, this 6th day of May, 1964.

DISSENT OF LABOR MEMBERS TO AWARD 4498

The majority concedes that the work in question had been assigned to and performed by employes within the jurisdiction of the Firemen and Oilers Agreement for many years.

The Transcript of Emergency Board 106 Hearings prove conclusively that Article 7 of the August 21, 1954 Agreement was never intended, by the parties appearing before the Board, to apply to the employes of the Firemen and Oilers' Craft.

The arbitrary transfer of the work to others is in violation of the controlling agreement and this claim should have been sustained.

**James B. Zink
T. E. Losey
E. J. McDermott
C. E. Bagwell
R. E. Stenzinger**