

Award No. 4620

Docket No. 4583

2-AT&SF-SM-'64

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.-C. I. O. (Sheet Metal Workers)**

**THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY**

DISPUTE: CLAIM OF EMPLOYEES:

1. DISPUTE, CLAIM OF THE EMPLOYEES:

That under the current collective Agreement it was improper for the Carrier to abolish all Sheetmetal Worker positions in the Carrier's San Bernardino, California Roundhouse and assign the work formerly performed by these Sheetmetal Workers to employees of other Crafts.

2. THAT ACCORDINGLY THE CARRIER BE ORDERED TO:

(a) Cease and desist from using others than Sheetmetal Workers to perform work coming under the scope of the Sheetmetal Workers' Contract with this Carrier at this Carrier's Mechanical Department facilities at San Bernardino, California.

(b) Restore to the Carriers' Roundhouse Seniority roster the names of Sheetmetal Workers A. C. Branan and L. V. Harter to the position they had on the roster March 12, 1962.

(c) Additionally compensate Sheetmetal Workers, A. C. Branan, R. Dominquez, L. V. Harter, J. L. Yohn, R. L. Poland and G. S. Diette in the amount of four (4) hours each for each day starting March 12, 1962 and continuing until this unfair practice is corrected.

EMPLOYEES' STATEMENT OF FACTS: Prior to March 12, 1962 the carrier had a force of sheetmetal workers six (6) in number who were assigned to the carriers' roundhouse at San Bernardino, California. These six (6) sheetmetal workers covered a three shift operation on a seven (7) day week position.

On March 12, 1962 the carrier posted notices advising these six (6) sheetmetal workers their positions in the roundhouse had been abolished and they should exercise their seniority in conformity with provisions of the con-

work. In the instant case, that would amount to 17½ minutes per day for each of the six claimants. In the event the Board should, contrary to the evidence presented by the carrier, find that the claimants are entitled to penalty payments, and the carrier repeats that penalties are not warranted, such penalties should not exceed 17½ minutes per claimant per day.

In conclusion, the carrier submits that it has clearly demonstrated that there has been no violation of the agreement and that the claim should be denied.

The carrier is uninformed as to the arguments the association may advance in its ex parte submission, and accordingly reserves the right to submit such additional facts, evidence or argument as it may conclude are necessary in reply to the association's ex parte submission or any subsequent oral argument or briefs presented by the Association in this dispute.

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 employees 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.

Prior to March 12, 1962 there were two seniority points at San Bernardino to-wit, the Back Shop and the Roundhouse, the latter encompassing work in the adjacent train yard. On and after that date the roundhouse facility was dismantled and jobs were abolished, the work being transferred to Barstow and Los Angeles facilities.

Thereafter some inspection of locomotives by machinists in the train yard was necessary so machinists were still so assigned. Because of the need for helper units, there remained some coupling and uncoupling of diesel locomotive units to be performed there. The Carrier decided that there was not sufficient work of that kind to justify retaining a sheetmetal worker for that purpose in the train yard and had such work performed by machinists.

This action by the Carrier was in accordance with Rule 29 (b). Item 1 of Appendix B, relied upon by the employes, is not applicable because it does not appear that there is here any controversy as to craft jurisdiction comprehended thereby.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: William B. Jones
Chairman

E. J. McDermott
Vice Chairman

Dated at Chicago, Illinois, this 11th day of December, 1964.