Award No. 4624
Docket No. 4618
2-SLSF-MA-'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. 22, RAILWAY EMPLOYES' DEPARTMENT, A. F. of L.-C. I. O. (Machinists)

ST. LOUIS-SAN FRANCISCO RAILWAY CO.

DISPUTE: CLAIM OF EMPLOYES: 1. That under the current agreement the Carrier at Amory, Mississippi, on April 6, 1962, improperly assigned water service employes to dismantle a motor car by removing the engine from said motor car.

2. On May 4, 1962, at Amory, Mississippi, the Carrier improperly assigned water service employes to dismantle a crane.

3. That accordingly the Carrier be ordered to adidtionally compensate Machinists T. H. Ritter and R. W. Adams, Jr. four (4) hours each at the Machinists pro rata for April 6, 1962 and;

4. Additionally compensate Machinists C. E. McKinney and R. W. Adams, Sr. four (4) hours each at Machinists pro rata for May 4, 1962.

EMPLOYES' STATEMENT OF FACTS: April 6, 1962, two water service employes removed a gasoline engine from a motor car No. RC 2302A, dismantling, to great extent this car preparatory to applying a much larger engine in said car. This repair work was performed in a section of the building adjacent to Machine Shop, Amory, where machinists are employed regularly.

May 4, 1962, water service employes removed a crane, upright 4" standard and crane beam (that swivels in any direction) from a four wheel rail car. Work was performed directly across tracks from Amory, diesel machine shops where machinists are regularly employed, and some 200 yards from machine shop and within the Amory terminal yards.

Frisco Foreman of B.&B. Mr. H. A. Matthews stated in letter to Mr. C. V. Knox concerning these claims, date of May 18, 1962,—"It is not my understanding it is necessary to use machinist from the roundhouse when it is necessary to do work on a Motor Car, and as far as the portable crane was concerned it was not a jib crane."

POSITION OF EMPLOYES: Instant claims are handled in behalf of employes carried on payroll of mechanical department, and were handled in

The organization is relying upon Rule 53 in each complained of instance to support its position in this dispute. It is contended that the carrier improperly assigned water service employes to remove a motor-car gasoline engine from a motor-car frame and that the carrier improperly assigned water service employes to remove a post and arm from the deck of a rail crab car. No repairs of any kind were made to either the gasoline engine or the post and arm of the rail crab car.

There is nothing in the classification of Work Rule 53 that grants machinists the exclusive right to perform the work involved in this dispute. Neither is the work in question generally recognized as machinists' work.

Attached are ten statements from employes of other classes or crafts whose duties and assignments require operation of track motor-cars. Such statements show that machinists do not have the exclusive contractual right to remove motor-car engines from motor-car frames.

With respect to the second complained of instance, there is nothing in the rules agreement to prevent the carrier from requiring employes in the steel bridge gang to remove an upright post and arm from the deck of a four-wheel rail crab car assigned to their gang as was done in this instance.

The claims are without merit and should be denied. The board is requested to so find.

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 assertion in part 1 of the claim that a motor car was dismantled is not correct. It appears that what was done on April 6, 1962 was simply the removal of a small gasoline engine for replacement with a larger engine. Removal of engines is not mentioned in Rule 53, so parts 1 and 3 of the claim cannot be sustained.

On May 4, 1962 an upright hoist post and arm were removed by cutting them from the deck of a rail crab car. This constituted a dismantling of the hoist, which has been held to be covered by Rule 53. See Award 2315. Parts 2 and 4 of the claim are valid.

It should be noted that this agreement provides that it applies to shop work on roadway equipment in the Maintenance of Way Department.

The Carrier contends that this claim should have been progressed through the Maintenance of Way Department channel instead of the Mechanical Department line of appeal. We are unable to agree. Claimants are in the Mechanical Department and entitled to file and progress a claim or grievance with their own supervision. The fact that the claim alleged a violation of the agreement

by Maintenance of Way forces does not require that it be filed in that department, absent any agreement provision therefor.

AWARD

Parts 1 and 3 of the claim denied.

Parts 2 and 4 of the claim sustained.

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.