

The Second Division consisted of the regular members and in addition Referee James C. McBrearty when award was rendered.

Parties to Dispute: (International Association of Machinists and
(Aerospace Workers
(
(Seaboard Coast Line Railroad Company

Dispute: Claim of Employees:

1. The Carrier violated the controlling Agreement on December 3, 5 and 6, 1974 and January 2, 1975 when it assigned Machinist Apprentices to work Machinist Helpers job (attending tool room) Uceta Shops, Tampa, Florida which is classified as Helpers work under Rule 53.
2. That accordingly, the Carrier be ordered to compensate Machinist Helpers J. E. Scott, eight hours overtime on December 3, 1974; J. W. Kleckley, eight hours overtime on December 5, 1974; H. Lock, eight hours overtime on December 6, 1974 and J. E. Scott eight hours overtime on January 2, 1975.

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 claim is that Carrier violated Rule 53 of the Agreement in using Machinist Apprentices temporarily in the tool room at Uceta Shops, Tampa, Florida, while the Machinist Helpers assigned to the tool room were used elsewhere.

Rule 53, entitled "Machinist Helpers", specifically states that Helpers' work shall consist of "... attending tool room ...". Rule 52 entitled "Machinist Apprentices", merely says, "Include regular and helper apprentices in connection with the work as defined in Rule 51". Now, Rule 51, entitled "Classification" sets forth the types of work to be considered Machinists' work and makes no mention of "attending tool room".

Therefore, Petitioner argues that Carrier could not use Machinist Apprentices to attend the tool room, but was required to use only Machinist Helpers.

However, we must also examine Rules 26(a) and 46(q). Rule 26, entitled, "Assignment of Work" states:

"(a) None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft, except foremen at points where no mechanics are employed." (Emphasis added)

Rule 46(q), entitled, "Machinist Apprentices" contains a schedule for regular apprentices showing a division of time on various classes of work. Specifically mentioned in this schedule is, "2 months tool room".

In the handling on the property, it was conceded by the General Chairman that if a Machinist had been used in the tool room rather than an apprentice, no claim would have been filed, since the Machinist, as master of his trade, may perform any duties of his craft.

Now, Rule 26(a), supra, makes no distinction between the work that may be performed by a mechanic or an apprentice.

Thus, if Machinists may be used in the tool room in lieu of helpers, then under Rule 26(a) Apprentices likewise may be used in the tool room, as they may perform the same work as mechanics.

This Board has consistently held that there is no violation of an Agreement when mechanics perform work previously performed by helpers. (See Second Division Awards 4683, 4473, 4471, 4392, 4381, 4380, 4257, 4125, 4114, 4110, 3934, 3850, 3835, 3801, 3751, 3723, 3644, 3643, 3617, 3603, 3511, 3510, 3509, 3508, 3495, 3263, 3262, 3261, and 1380).

Moreover, it must be remembered that Rule 46(q) provides for Machinist Apprentice training in the tool room for two (2) months, with no restriction. There is absolutely no language here saying that the "two (2) months tool room" means only training in repairs of shop tools and machinery. The latter may well be the ideal use of Machinist Apprentices in the tool room, but Article 46(q) does not impose such a restriction on Carrier.

This Board is not empowered to rewrite the parties' Agreement, but is only permitted to interpret the language which the parties themselves chose to express their bargained intent.

Consequently, we must find that the Agreement was not violated.

Form 1
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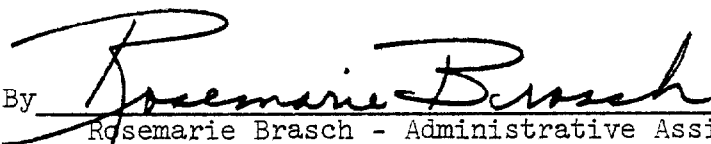
Award No. 7342
Docket No. 7186
2-SCL-MA-'77

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 8th day of September, 1977.

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