

The Second Division consisted of the regular members and in addition Referee Abraham Weiss when award was rendered.

Parties to Dispute: (System Federation No. 6, Railway Employees'
(Department, A. F. of L. - C. I.O.
((Carmen)
(
(Chicago, Rock Island and Pacific Railroad Company
((William M. Gibbons, Trustee)

Dispute: Claim of Employees:

- (1) That under the current Agreement the Carrier improperly assigned other than a Carman Helper to operate a boom type Crane in the Car Department at Inver Grove, Minnesota, August 18, 1975.
- (2) That accordingly, the Carrier be ordered to compensate Carman Helper Ronald George, eight (8) hours pay at the applicable rate for August 18, 1975 and all dates subsequent.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 before us for adjudication is that the Carrier, on August 18, 1975 and subsequently thereafter, improperly assigned other than a Carmen Helper to operate a boom-type crane after having furloughed the only Carman Helper at the location of the dispute.

In support of the claim, Petitioner cited Rule 48 of the Agreement, which reads in pertinent part as follows:

"Portable cranes ... will be operated by helpers of the craft performing the work in accordance with the classification of work rules in this agreement...." (underlining added)

Petitioner holds that Rule 48 is not permissive but mandatory; that the work of operating cranes described in the Rule is reserved exclusively to helpers by contractual guarantee; and, therefore, the furlough of the only Carman Helper at the particular site and the use of Carmen to operate the crane violates Rule 48.

Petitioner also cites Awards 3405 and 4185, involving the same parties, in support of its position.

Carrier, on the other hand, maintains that Rule 48 does not void its right to furlough or abolish the helper positions as part of a reduction in force and to reassign the crane operations to the remaining carmen. This is consistent, Carrier insists, with the principle that when craft helpers are not available or not employed, the journeyman mechanic (carman) may perform all the work within his craft as described in the particular Classification of Work Rule.

Carrier also holds that Awards 3405 and 4185, cited by Petitioner, apply to different fact situations and, therefore, are inapplicable to this case.

Claimant is a Carman Helper and was assigned to the position of Crane Operator until that position was abolished and he was furloughed effective August 15, 1975. Subsequent to that date carmen were assigned to operate the crane. A continuing claim was filed in behalf of the Carman Helper (Ronald George) beginning Monday, August 18, 1975.

In Awards 3405 and 4185, involving the same parties, this Division found that Rule 48 gives helpers of the craft involved the exclusive contractual right to operate the subject cranes, stating, in the latter case:

"If the Classification of Work Rules, viz, Rules 110 (Carmen - Classification of Work) and 112 (Carmen Helpers - Classification of Work) of the controlling agreement were all that were involved then Carrier's position might well be supported by our former awards but Rule 48 gives helpers of the craft involved the exclusive contractual right to operate the subject cranes."

We concur with the above finding and we will abide by the authority of these prior awards involving the same parties. Claim 1 will be sustained.

Carrier, for the first time before this Board, questions the propriety of the continuous nature of Part 2 of the claim.

Since that contention was not a matter of dispute in the handling on the property it will not be considered here. Part 2 of the claim will be sustained. Earnings in other employment during the period shall be deducted.

A W A R D

Claim sustained.

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 24th day of February, 1978.