

The Second Division consisted of the regular members and in addition Referee John B. LaRocco when award was rendered.

Parties to Dispute: (International Brotherhood of Firemen and Oilers
(Southern Pacific Transportation Company

Dispute: Claim of Employees:

1. That Southern Pacific Transportation Company (Pacific Lines), violated Rules 6 and 7 of the current agreement between the aforementioned Carrier and the Firemen and Oilers Craft; when they closed the Freight Car Wheel Shop at Sacramento, California, and all personnel including Firemen and Oilers, were used to scrape, sweep, wash and do general cleaning for eight (8) hours on May 15, 1980.
2. That accordingly, the Southern Pacific Transportation Company, be ordered to pay Firemen and Oilers MARGE WHITE, 48 hours and G. WALKER, 48 hours, at the Laborer's rate of pay as a result of these infractions.

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.

On May 15, 1980, the Carrier temporarily ceased normal production for the day shift at its Freight Car Wheel Shop in Sacramento, California so that all personnel could thoroughly clean the shop. Three members of the Firemen and Oilers Craft participated in the general housecleaning project along with other shop employes (mostly Machinists and Machinist Helpers). Claimants are Laborers at the Sacramento Wheel Shop.

The Organization seeks forty-eight hours of pay on behalf of each Claimant as a result of the Carrier's alleged improper assignment of general cleaning work to employes other than Laborers. According to the Organization, members of the Firemen and Oilers craft have historically performed work consisting of the scraping and sweeping of floors, washing and other housecleaning duties at the Sacramento Wheel Shop. Therefore, the Organization charges the Carrier with violating Rules 6 and 7 of the applicable agreement when it directed all shop workers to spend their entire shift cleaning the shop.

The Carrier denies that the disputed work has been exclusively reserved to Laborers by past practice. Also, the Carrier affirmatively argues that shop employes other than members of the Firemen and Oilers craft have customarily performed general housecleaning duties around their respective work areas.

This dispute is governed by the application of Rule 6 (Classification of Work) of the applicable Agreement which states:

"Except as otherwise provided in this Agreement, the classification of employees, as shown in the scope of this Agreement is intended to indicate the character of the work that is included in this Agreement; it is not intended to imply and/or indicate that an employee of each classification must be employed whenever there is work of the various and/or any particular classification to be performed; as illustrative: A locomotive fire builder may be required to perform sweeper's work or vice-versa, likewise a laborer may be required to perform turntable operator's work or vice versa. It is recognized that the work covered by this Agreement is such that a great deal of it must be performed intermittently and/or in conjunction with other work included in this Agreement, that restricting performance of any particular work, would not be practicable, neither is it practicable to specifically detail all work which may be included in any one classification. The specific classifications include all work generally recognized as being assigned and/or required of the employee filling the position." (Emphasis added).

Since the Carrier has, in the past, regularly assigned Laborers to clean the shop, the disputed work in this case is covered by the final sentence of Rule 6. The Carrier does have the prerogative to assign shop employees in other crafts to keep their own work areas clean, but on May 15, 1980, the comprehensive shop-wide cleaning duties performed by the other crafts went well beyond the incidental housekeeping of their own work areas.

The remedy requested by the Organization is both excessive and speculative. The cleaning project consumed eight hours of time. Each Claimant is entitled to eight hours of pay at the straight time rate in effect on May 15, 1980.

A W A R D

Claim sustained to the extent consistent with our Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 22nd day of July, 1982.