

The Second Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

(International Association of Machinists and
(Aerospace Workers
Parties to Dispute: (
(Southern Pacific Transportation Company

Dispute: Claim of Employees:

That the Carrier violated Rule 57 (Machinists Classification of Work Rule) and Memorandum "A" (Past Practice Rule) of the current controlling Agreement when it assigned a clerk to perform Machinist's tool room duties on June 4, 1982.

When the Carrier assigned a clerk to perform Machinist's tool room duties it deprived Machinist L. Parra (hereinafter referred to as Claimant) of said duties and the compensation attendant thereto.

That the Carrier be ordered to reassign tool room duties to the Machinists and compensate Claimant eight (8) hours at the pro rata rate each Monday through Friday commencing on June 4, 1982, to date that tool room duties are re-assigned to the Machinists.

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 employes 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 issue in dispute involved the Carrier's assignment of a clerical Employe represented by BRAC to assertedly order, receive, unpack, stock, store and distribute tools in the Sacramento Shop. Prior to May 10, 1982, two Machinists worked part time as tool room Attendants in addition to their regular assigned duties on the shop floor. On May 10, 1982, one position was abolished. On June 4, 1982, the Carrier made the disputed Clerical assignment.

The Organization contends the Carrier's abolishment of Claimant Parra's position violated Rule 57, Classification of Work, and Memorandum A. In particular, the Organization refers to the following language of Memorandum A:

"In recognition of the facts above recited, and in order to avoid confusion at the local points and provide an orderly determination of the items of work not specifically stated in the 'Classification of Work' and other Rules of the several crafts, it is agreed that existing practices will be continued, unless and until otherwise decided by conference and negotiation between the General Chairmen involved and the General Superintendent of Motive Power, for purpose of uniformly (sic) applying such decision wherever necessary on the railroad."

It is the Organization's view that the Carrier did not conference or negotiate a change in an undisputed twenty-three (23) year practice and, accordingly, is in violation of Memorandum A.

On July 1, 1982, the Carrier, in responding to the instant claim, affirmed that "the duties of ordering, receiving, unpacking, stocking, storing and distributing tools to mechanics in Sacramento General Shops have been assigned to position held by A. J. Vlaovich". Notwithstanding this acknowledgement, this Board believes a degree of confusion exists over the circumstances which led up to this claim. Shortly after the abolishment of one of the two Machinist positions which worked in the tool room, the Carrier changed locations of the tool room. It is to this new tool room that the Clerical Employee was assigned.

The Carrier argues that the remaining Machinist assigned to the new tool room continues to distribute tools in the same manner as he previously did. Requests for tool orders are given to the Machinist by Supervisors. In turn, those requests are processed through the Purchases and Materials Department (P&M) which orders the tools. After receipt, the tools are sent to the Machinist who, after identification, distributes the tools.

Despite the Organization's assertions, this Board is unable to discover any evidence which supports a finding this work has been taken away from the Machinists. We are of the opinion that the non-exclusive use of the tool room has diffused the actual issue. The Clerical Employee continues to perform the same functions always performed by Employees of the P&M Department. As a matter of rights, Memorandum A does confer upon the Machinist the right to maintain existing practices generally recognized as Machinists' work. There is no evidence they do not perform such work presently.

A W A R D

Claim denied.

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Award No. 10521
Docket No. 10310-T
2-SP-MA-'85

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST:

A handwritten signature in cursive script, appearing to read "Nancy J. Dover", is written over a horizontal line.

Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 4th day of September 1985.