

NATIONAL RAILROAD ADJUSTMENT BOARD
Second Division

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (MACHINISTS)
CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES.—That Robert Ball be returned to his position as lead machinist and compensated for wage loss as a result of being demoted from a lead machinist to a machinist, which is a difference of 5¢ per hour; also that Machinist Enard Johnson be compensated for loss of time account of Robert Ball being demoted by the appointment of this working foreman, thereby causing a reduction in force.

POSITION OF EMPLOYEES.—We protest the placing of a working foreman at Inver Grove, Minn., the displacing of night Lead Machinist Robert Ball who has been employed at Inver Grove since August 22, 1922, both as a night engine house foreman and night lead machinist with an hourly rate of 86¢, and holding seniority at that point, and who was displaced on January 1, 1936, by a working foreman who holds no seniority at Inver Grove, Minn., but who performs the same work which was formerly done by night Lead Machinist Ball over a period of 12 years, which proves Lead Machinist Ball's work was satisfactory as a supervisor and lead machinist. Placing a working foreman at Inver Grove is a violation of Rule 17, as he holds no seniority at that point and was not assigned according to the rule, and lead machinists' bids are ignored by the management on working foreman job.

This is a violation of Rule 31, as the rule specifically states that none but mechanics and apprentices regularly employed as such shall do mechanics' work as per special rule of each craft, except foremen where no mechanics are employed. There are nine machinists employed at Inver Grove, one assigned to the night shift. When foreman works with tools and makes repairs to locomotives or motor cars, machinery, or performs work as outlined in machinists' special Rule 60, he ceases to be a supervisor and comes within the scope of our agreement.

The appointing of a working foreman at Inver Grove who is on duty 11 hours, 7 nights a week, monthly salary \$190, hourly rate 58¢, is a violation of Rule 110, which specifically states minimum hourly rate of pay for machinists is 81¢. We contend this is a gross injustice to night Lead Machinist Robert Ball and night Machinist Enard Johnson by being displaced by a working foreman, depriving these machinists of their seniority rights, and an unfair way for management to reduce wages. We, therefore, request Lead Machinist Robert Ball and Machinist Enard Johnson be returned to service with seniority rights unimpaired and compensated for all time lost.

POSITION OF CARRIER.—The carrier has always maintained a full force of employees of various classifications at Inver Grove, including a general foreman and a car foreman, also a night roundhouse foreman, although the latter position was discontinued August 9, 1932. On December 1, 1935, when the carrier deemed the services of a night roundhouse foreman were again necessary to give proper supervision on the night shifts, that position was re-established and position was bulletined, in accordance with agreement with the foremen's union, to those employees holding seniority on the foremen's seniority roster, and assignment made in accordance with the agreement to the oldest qualified applicant. While the position was under bulletin to foremen, Machinist Robert Ball, having seniority as a foreman, his date as such being November 18, 1924, was used, and also thereafter Ball was used on the night roundhouse foreman's position on various occasions for short periods. The position was filled during the entire month of December, 1935, by Ball, and he was paid in accordance with the

foremen's agreement. The position was assigned on December 27, 1935, to G. S. Hayes, the senior qualified foreman applying for the position, and Mr. Hayes started work thereon on January 1, 1936. He vacated the position by bidding on another vacancy on February 15, 1936, and on that date present Roundhouse Foreman Oliver W. Henneman, with seniority date as foreman of June 27, 1923, was assigned to the position on bulletin.

In their claim the employees allege a violation of Rule 31 of the current schedule with the machinists' organization. This rule reads:

"Assignment of Work.—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.

"This rule does not prohibit foremen in the exercise of their duties to perform work.

"At points or where three shifts are worked and there is not sufficient work to justify employing a mechanic of each trade, the mechanic or mechanics employed at such points will, as far as capable, perform the work of any trade that may be necessary."

The employees have submitted no evidence to the carrier indicating a violation of this rule. All foremen in the course of their duties as such perform certain work of inspection, working with mechanics, etc., which is permitted under the rule, and that is the situation existing at Inver Grove.

As we understand the claim of the employees, it is that we should reinstate the position of lead machinist at Inver Grove, return Mr. Ball to that position, and also restore the position of machinist held by Mr. Enard Johnson, which was discontinued on November 7, 1935. We wish to point out that there is no obligation that a lead machinist be maintained at any time at any of our shop points. When a lead machinist or mechanic is required by the carrier, his rate as such is five cents per hour in excess of the mechanics' rate, as provided in Rule 34 of the current agreement with shopmen.

The claim of the employees that Ball should be returned to position as lead mechanic is certainly not supported by the contract as the carrier has the right to create or abolish such positions at its discretion, and the payment of five cents additional per hour to a mechanic is not required unless and until the conditions specified in Rule 34 exist.

As to the claim of Enard Johnson. The intent of the employees in submitting a claim for Johnson is not understood. This man now has no seniority rights as a mechanic and had none on December 1, 1935, and there is no way in which he could be given a position as a machinist or engine inspector, except that he be hired outright as a new man. His status as a mechanic was affected in no way by the establishment of the position of night roundhouse foreman at Inver Grove.

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 employees 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.

The parties to said dispute were given due notice of hearing thereon.

This dispute was processed in the name of Enard Johnson, but at the hearing before the Division it developed that the name should be LAUREL Johnson; therefore, the Board is unable to render a specific award in favor of either Enard Johnson or Laurel Johnson.

However, it was agreed by both parties that a mechanic had been furloughed after the practice of employing a working foreman had been established.

Rule 31 provides:

"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.

"This rule does not prohibit foremen in the exercise of their duties to perform work."

The evidence presented at the hearing shows that mechanics were regularly employed at Inver Grove during the time a working foreman was assigned. It

also shows that the foreman actually performed mechanics' work in excess of four hours daily as part of his regular assignment.

The facts presented do not support Robert Ball's claim.

AWARD

The mechanic laid off account of foreman doing mechanics' work shall be compensated for time lost.

Claims of Machinist Robert Ball denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: J. L. MINDLING

Secretary

Dated at Chicago, Illinois, this 2nd day of October, 1936.