

Award No. 247

Docket No. 255

2-CRI&P-MA-'38

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

**THE CHICAGO, ROCK ISLAND AND
PACIFIC RAILWAY COMPANY**

DISPUTE: CLAIM OF EMPLOYEES: That Machinist E. G. Wirstlin at Inver Grove, Minnesota, be compensated for loss of all wages, through the violation of Rules 17, 31 and 60 of the agreement and being furloughed on account of supervisor inspecting and doing machinist work on Rocket streamlined train, Diesel power, and steam locomotives at Minneapolis, Minnesota.

EMPLOYEES' STATEMENT OF FACTS: September 29, 1937, streamlined train, Diesel power, was put in service by the management to be maintained at Minneapolis. Other mechanics were assigned from Inver Grove, Minnesota, but no machinist and helper. Management assigned general Diesel supervisor from another division to inspect and do the machinist and helper work, in violation of Rules 17, 31 and 60 of the agreement of October 1, 1935.

POSITION OF EMPLOYEES: Rule 17 was violated by the management September 29, 1937, when streamlined Diesel power train known as the Rocket, was put into service at Minneapolis. The jobs for machinists and helpers were not bulletined and filled according to Rule 17 of the current agreement, as of October 1, 1935, which reads as follows:

"Rule 17. NEW JOBS AND VACANCIES. When new jobs are created or vacancies occur in the respective trades, same will be bulletined for five (5) days and filled within five (5) days after close of bulletin by assigning the oldest employe at point employed who bid for same, ability being sufficient. After thirty (30) days' service, ability will be deemed sufficient and seniority shall govern.

"When vacancies occur at any point on a division preference will be given men on division affected in filling such positions.

"Employes desiring to avail themselves of this rule will make application to the official in charge and a copy of the application will be given to the local chairman."

The management violated the above rule, by not bulletining job for machinist and helper, depriving Machinists Robertson and Clemenson to bid and exercise their seniority.

Machinists Robertson and Clemenson and Helper W. S. Williams wanted to bid and exercise their seniority on these jobs, when they had made applica-

POSITION OF CARRIER: Our passenger equipment at Minneapolis was formerly taken care of by the Chicago, Milwaukee, St. Paul and Pacific Railroad. When we inaugurated Rocket train service, we constructed facilities to maintain all of our passenger equipment, and at present it is maintained as follows:

Steam engines operating steam passenger trains are taken care of at Inver Grove shop, most of these engines to or from the south starting or cutting out at that point, and a transfer engine is used between Inver Grove and Minneapolis—a distance of 20 miles. The Rocket engines are inspected at Minneapolis, and any emergency repairs required are made there. The Rocket engines do not stop at Inver Grove. The passenger cars, including the equipment for the Rocket trains, are serviced by our force at Minneapolis. The carman at Minneapolis takes care of necessary car inspections; the coach cleaners clean the cars, and the watchman watches the equipment at times when other force is not on duty. The supervisor is in charge to see that all the equipment is properly cleaned and conditioned. The electrician is the only metal mechanic needed to check over and repair the equipment in the Rocket engine and the passenger cars.

Proper bulletins were issued for the force that was needed at Minneapolis, this being a new point, and preference was given to employees available on the division. There is, therefore, no violation of Rule 31 or Rule 60, which latter rule defines the work of machinists.

We do not understand on what basis claim is made for Mr. Wirstlin as he is a machinist holding seniority at Manly, Iowa, being No. 7 of 16 machinists at that point, with a seniority date of November 8, 1922. He was released at that point in force reduction August 1, 1936, and was immediately transferred to Inver Grove, another point on the same division, and has worked at Inver Grove when he desired and when work was available for him until April 5, 1938, when he was displaced account return of Machinist Robert R. Ball, and Mr. Wirstlin was then given employment, effective April 21, 1938, at Des Moines, Iowa, on the Des Moines Division.

In correspondence pertaining to the inauguration of this Rocket train service into and out of Minneapolis, General Chairman Dwyer mentioned that Machinists James Robertson and Edward Clemensen were qualified to be assigned as machinists at Minneapolis to take care of the Rocket train service. Mr. Robertson is No. 4 of 9 machinists holding seniority at Inver Grove, with a machinist date of January 23, 1923. Mr. Clemensen is No. 9 of 9 machinists at Inver Grove with a seniority date at that point of August 25, 1936, he having previously worked as a machinist at Manly, his date at that point being January 1, 1923, but he gave up his machinist rights at Manly and transferred to Inver Grove. Both Messrs. Robertson and Clemensen have worked steadily at Inver Grove since September, 1937. There has been no necessity to determine whether Wirstlin, Robertson and Clemensen are qualified to work as machinists on Rocket equipment as we have not found it necessary to have machinists assigned at Minneapolis as repairs to this equipment, as indicated, are taken care of at Kansas City (Armourdale shop).

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.

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

The claim for reimbursement for time allegedly lost by Machinist Wirstlin is presumably based upon the theory that had certain other things happened he would not have been without a job at Inver Grove.

The evidence presented and arguments made by the employes in this case are meagre and insufficient to sustain the claim made.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 11th day of July, 1938.