

Award No. 620

Docket No. 591

2-B&M-MA-'41

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 18, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

BOSTON AND MAINE RAILROAD

DISPUTE: CLAIM OF EMPLOYES: That Arthur Fitzpatrick should be compensated for eight hours at punitive rate for machinists' work performed by Assunto Bucci, blacksmith, April 25, 1940.

That the carrier is without right to assign machinist or machinist helpers' work to employes of any other than the machinist craft at the Mechanicville enginehouse or shop.

JOINT STATEMENT OF FACTS: A wrecking crane is stationed at Mechanicville, N. Y., one of the largest freight terminals on the Boston and Maine Railroad. An enginehouse and back shop force are located at Mechanicville, N. Y.

A broken cylinder put this wrecking crane out of commission. Prompt repairs were necessary, as it is never known when wrecker will be needed. No other nearer than eighty (80) miles—East Deerfield.

Among the force at Mechanicville are one blacksmith and one blacksmith helper, part of back shop force.

April 25, 1940, Machinist Miller was assigned the job of replacing broken cylinder. There were no furloughed machinists or machinists' helpers at Mechanicville. Blacksmith and helper were used to assist Machinist Miller. The three men worked about three hours removing connecting rod, piston and crosshead, valve, valve rod and defective cylinder, and about five hours replacing parts and setting valves. The others under Miller's direction.

The claimant, Arthur Fitzpatrick, had his day of rest from 11:00 P. M., April 24, 1940, until 7:00 A. M., April 25, 1940.

The work on wrecking crane commenced at 7:00 A. M., April 25.

There was in force an agreement between the parties to this submission which became effective April 1, 1937, Rule 26 of which agreement reads:

Assignment of Work

Rule 26. None but Mechanics or Apprentices regularly employed as such shall do mechanics' work as per special rules of each craft, except Foreman at points where no Mechanics are employed.

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

At some points and on some shifts there is not sufficient work to justify employing mechanics of each craft, and it becomes necessary to create combination positions.

a combination job, but in view of the fact that the employes had worked together in cases of this nature, it was not deemed necessary to create a combination job. The work performed by blacksmith and helper has never been questioned before to our knowledge until the machinists put in this grievance and time claim.

The claimant, in this case Machinist Arthur Fitzpatrick, held a regular assignment on April 25, 1940, as is shown in the following statement of his time covering the period April 16 to May 3, 1940, inclusive.

Date	Hours Worked	Place of Employment
Apr. 16	11:00 P. M. to 7:00 A. M.	Troy Eng. Ho.
17	"	Mechanicville
18	"	"
19	"	"
20	"	"
21	"	"
22	"	"
23	"	"
24	Day of Rest	Mechanicville
25	11:00 P. M. to 7:00 A. M.	"
26	"	"
27	"	"
28	11:00 P. M. to 6:00 A. M.	"
29	10:00 P. M. to 6:00 A. M.	"
30	2:00 P. M. to 10:00 P. M.	"
May 1	"	"
2	"	"
3	"	"

In conclusion, the carrier desires to state that there are two (2) alternatives to prevent a repetition of this case—

1. By abolishing the blacksmiths' and helpers' jobs at enginehouse and sending the maintenance of way department work to car department.
2. By creating a combination blacksmith-machinist job at Mechanicville enginehouse as provided for in Rule 26, quoted in the foregoing.

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.

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

The repairing of the wrecker was emergency work. The new cylinder arrived the day before the work was performed. Fitzpatrick was off duty when the work was done and it has not been established whether he was available for work on that particular day. It was not his duty to be available until 11:00 P. M., April 25. It would be inequitable to allow the claim for compensation advanced.

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 June, 1941.