Award No. 1190
Docket No. 1125
2-CRI&P-MA-'47

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee George A. Cook when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYES' DEPARTMENT, A. F. of L. (MACHINISTS)

THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY (Joseph B. Fleming and Aaron Colnon, Trustees)

DISPUTE: CLAIM OF EMPLOYES: That Second-class Machinist R. H. Fitzgerald has been unjustly dealt with and that accordingly the carrier be ordered to pay him for the time lost on Sunday, June 16, 1946, in the amount of eight (8) hours at the time and one-half rate.

EMPLOYES' STATEMENT OF FACTS: Second-class Machinist R. H. Fitzgerald, hereinafter referred to as the claimant, is regularly employed as such in the roundhouse at Silvis, Illinois, by the carrier, as provided for in memorandum of agreement dated September 16, 1941, copy of which is submitted and identified as Exhibit 1.

On Saturday, June 15, the claimant was assigned to repair the spring rigging and to perform other work on Engine No. 5003, and also was ordered to complete that assignment on Monday, June 17. All of the work involved in the said assignment of the claimant is covered in Exhibit 1. This is substantiated by statement of the claimant, copy of which is submitted and identified as Exhibit 2.

Sunday and holiday overtime work assignments are made from overtime boards, jointly operated in behalf of machinists and second class machinists, respectively, who are regularly employed in the Silvis roundhouse. This claimant was first out on the second class machinists' overtime board to work on Sunday, June 16, but the carrier did not elect his services on that date. However, according to the machinists' overtime board, the carrier did elect the services of Machinist H. Henneman on Sunday, June 16, and assigned him to work during his entire 8 hours at performing work on said Engine No. 5003, recognized as second-class machinists' work, covered in Exhibit 1. This is affirmed by statement of Machinist Henneman, copy of which is submitted and identified as Exhibit 3.

This dispute has been handled in accordance with the current agreement, effective September 15, 1941, including with the highest designated carrier officer to whom such matters are subject to appeal, with the result that such officer on more than one occasion has declined to adjust this claim.

On March 9, 1943, the employes and this carrier entered into an agreement governing the advancement of second-class machinists to positions of first-class machinists. Among other things this agreement provided in its first section that when second class mechanics are so advanced their positions **will not be filled** except as provided thereinafter. That agreement also provides:

> Any second class mechanic advanced under this agreement may be required to perform any work in the first or second class classification of work rules of his craft * * *"

If an upgraded second-class mechanic is permitted while working and being paid as a first-class mechanic for his entire shift or assignment to perform "any work in the * * * second-class classification of work * * *" then by the same token a first class mechanic (not an upgraded mechanic) may be required to perform second-class mechanic's work. The above quoted portion of the upgrading agreement definitely provides that second-class mechanics do not have a monopoly on the second-class mechanic's work because it specifically says that an upgraded employe working and being paid as a first-class mechanic "may be required to perform any work in the first or **second-class classification of work * * *.**" This is true even though at the time there were second-class mechanics who have not been upgraded employed at the point.

It has always been the position of the carrier that while Item 3 of the memorandum dated September 16, 1941, outlined that work which is ordinarily performed by second-class machinists, nevertheless, that rule did not and does not give any monopoly on this work to that class of mechanic. The carrier may, if it chooses to pay the higher rate, have all the class of work done by a first-class mechanic. That understanding is assuredly consistent with the above quoted portion of the March 9, 1943, agreement in which it was specifically understood that any second-class mechanic advanced under that agreement may be required to perform any work in that first or second-class classification. In other words, a second-class mechanic may perform the work outlined in Item 3 of the September 16, 1941, memorandum, but if there is a first-class mechanic available the carrier is under no obligation, in such circumstances as in the present case to call a second-class mechanic to perform that work. The carrier respectfully petitions your Board to deny the claim of the employes.

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.

We find that the evidence in this case justified the claim of the employes.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST. J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 14th day of May, 1947.