

Award No. 1326
Docket No. 1266
2-AT&SF-MA-'49

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

SYSTEM FEDERATION No. 97, RAILWAY EMPLOYES'
DEPARTMENT A. F. of L. (Machinists)

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY (Eastern Lines)

DISPUTE: CLAIM OF EMPLOYEES: That under the current agreement Class B Machinist R. M. Cook was unjustly deprived of his job rights to super-heater units work on Engine 3202 from 8 A. M. to 4 P. M. on Sunday, August 22, 1948, and that accordingly the carrier be ordered to pay this employe in the amount of 8 hours at the time and one-half rate for said work performed by a Class A Machinist.

EMPLOYEES' STATEMENT OF FACTS: At the Newton, Kansas shops of the carrier there are two forces of employes, namely: back shop and round-house forces. Both groups of employes are carried on a common seniority roster. There are also two classes of machinists at Newton, namely: Class A machinists and Class B machinists. R. M. Cook, hereinafter referred to as the claimant, is a Class B machinist having a Class B machinists' seniority date of March 26, 1943, and is regularly employed as such in the Newton roundhouse with assigned hours of 8 A. M. to 4 P. M. There is one other Class B machinist at Newton, H. M. Stevens, and Stevens is employed on the first shift in the back shop. These two named Class B machinists are the only Class B machinists employed at Newton.

The claimant was bulletined off on Sunday, August 22, 1948, but on Saturday afternoon near the close of his shift the claimant started to apply a water test to the super-heater units of Engine No. 3202. Very little time remained of the claimant's regular shift to permit much of this work to be done. On the following day, Sunday, August 22, 1948, Class A Machinist J. T. Gaines resumed this work. The test revealed several leaky super-heater units and Gaines removed the front end, removed the leaky units, ground in the joints and replaced the units. This work consumed the greater part of the shift. Class A Machinist Gaines is also assigned to the 8 A. M. to 4 P. M. shift in the Newton roundhouse.

The agreement dated August 1, 1945, is controlling.

POSITION OF EMPLOYEES: The agreement between the parties to the dispute is dated August 1, 1945, and copy of that agreement is on file with the Second Division of the National Railroad Adjustment Board. The classification for Class B machinists' work is set forth in Section (m) of Appendix A to that agreement and reads in part as follows:

"Section (m). Class B Mechanics' work for each of the crafts involved, together with the rates applicable thereto, is set forth below:

4. That Sundays and holidays are days of rest for the carrier's shop crafts' employes and that no employe regardless of his classification has an exclusive monopoly on Sunday and holiday work.
5. That Class B mechanics have no exclusive monopoly to work described as Class B mechanics' work in Appendix A to the shop crafts' general agreement because if that were so it would be impossible for the carrier to carry on necessary mechanical department repair work in order to maintain service.
6. That Class B Roundhouse Machinist Cook was not entitled to the work and is not entitled to payment in lieu thereof for the work performed by Roundhouse Machinist Gaines at Newton, Kansas, on Sunday, August 22, 1948.
7. That there has been no violation of any rule agreement or understanding in requiring Class A Roundhouse Machinist Gaines to perform work operations on Sunday, August 22, 1948, that are described as work operations which Class B mechanics may perform in Section (m) of Appendix A to the current shop crafts' general agreement.

The carrier is uninformed as to the arguments the organization will advance in their ex parte submission and accordingly reserves the right to submit such additional facts, evidence and argument as it may conclude are required in replying to the organization's ex parte submission or any subsequent oral arguments or briefs placed by the organization in this dispute.

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 record is not sufficient to enable the Board to render an intelligent award; therefore, the case is remanded to the parties.

AWARD

Case remanded per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 1st day of August, 1949.