

Award No. 2919
Docket No. 2685
2-CMStP&P-MA-'58

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

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

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 76, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Machinists)

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC
RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

(1) That under the current agreement other than Machinists were improperly used to make repairs to Locomotive 14 A at Inwood, Iowa, and vicinity, on March 24, 1956.

(2) That accordingly the Carrier be ordered to compensate Machinist William Potvin and Machinist James Schlinggen in the amount of sixteen (16) hours each at time and one-half rate.

EMPLOYEES' STATEMENT OF FACTS: On March 24, 1956, Locomotive 14 A incurred damage to its running gear causing wheels to slide which necessitated the locomotive being set out of the train at Canton, South Dakota, a distance of seventy-nine (79) miles from Mitchell, South Dakota by rail.

The roundhouse foreman from Sanborn, Iowa proceeded to Canton, in his car which is a distance of sixty-three (63) miles, and upon arrival oiled the bearing and ordered the crew to proceed east with the locomotive. When the locomotive arrived at Inwood, the condition of the locomotive was such that it could not continue and necessitated repairs being made while on the road in the vicinity of Inwood, Iowa. The roundhouse foreman contacted the traveling engineer at Mason City, advising him of the condition of the locomotive. The traveling engineer ordered the roundhouse foreman to go to Sanborn to get blocking and wedges, return to Inwood and make the repairs to the locomotive power truck, while he would bring addition blocking in his car as evidenced by the traveling engineer's statement marked Exhibit A. The roundhouse foreman proceeded to raise the wheels off the rails and blocked them in position with the assistance of the engine crew as evidenced

and it is the carrier's position that the claim for unnamed claimants was not presented in accordance with the provisions of Section 1 (a) of Article V referred to and it is, therefore, barred.

Without in any way waiving aside the carrier's contention as expressed in the previous paragraph, we should like to direct attention to Rule 32 (a) of the current schedule which reads:

"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."

No mechanics are employed at Inwood, Iowa; Sanborn, Iowa or Mason City, Iowa. The parties have agreed, by the provisions of Rule 32 (a), that at points where no mechanics are employed, foremen may perform mechanic's work. The rule is clear and unambiguous. It cannot be denied that there are no mechanics employed at the points mentioned and we submit, therefore, that in accordance with the provisions of Rule 32 (a) foremen may perform mechanic's work at those points.

We also direct attention to the fact that the claim is in behalf of two unnamed machinists at Mitchell, S. D. which locates 88 miles West of Inwood. In accordance with the provisions of Rule 31 (a), the pertinent portion of which is here quoted:

"Seniority of employes in each craft and subdivision thereof covered by this agreement shall be confined to the point employed * * *".

the seniority rights of machinists at Mitchell, S. D. are confined to that point and the carrier does not agree that under any circumstances will their rights extend to Inwood, Iowa or that the rules can be so construed as to give to machinists at Mitchell the right to perform mechanic's work at Inwood in view of the provisions of Rule 32 (a) which clearly states that foremen may perform mechanic's work at that point where no mechanics are employed.

There is no basis for this claim in connection with the emergency repairs made by the foreman to diesel locomotive 14 A where no mechanics are employed and we respectfully request that the claim be denied.

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.

This claim is for compensation of sixteen (16) hours each at time and one-half rate for two machinists for the alleged use of others than machinists to perform machinists' work at Inwood, Iowa and vicinity. The work claimed was performed at several outlying points where no mechanics are employed. Rule 32 (a) permits foremen to perform mechanic's work at points where no mechanics are employed.

Claimants contend that the traveling engineer and foremen performed mechanic's work, citing Rules 32 (a), 51 and 10 (a). Rule 10 "Emergency Road Service" sets forth the rate of pay and travel expenses when called for emergency road work away from point employed. We do not find this rule is applicable, as it applies only "when called" for emergency road service away from point of employment.

Part of the work performed was machinist's work, covered by Rule 51, however Rule 32 (a) permits foremen to perform mechanic's work at points where no mechanics are employed. There were no mechanics employed at Inwood, Sanborn or Mason City.

There is insufficient evidence in the record to sustain the claim that the traveling engineer performed mechanic's work on the engine herein involved.

From the whole record we find that under Rule 32 (a) the foremen were allowed to perform the work herein claimed by claimants.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 30th day of July, 1958.

LABOR MEMBERS DISSENT TO AWARD NO. 2919

The majority recognizes the work performed by the foreman was machinists' work pursuant to Rule 51 of the current agreement between this Carrier and System Federation No. 76.

The current agreement as amended by the Mediation Agreement recognizes and preserves the rules, rate of pay and working conditions of the machinists and stands as a protest against the erroneousness of Award No. 2919.

/s/ James B. Zink

/s/ R. W. Blake

/s/ Charles E. Goodlin

/s/ T. E. Losey

/s/ Edward W. Wiesner