

Award No. 3235

Docket No. 3094

2-CRI&P-MA-'59

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee D. Emmett Ferguson when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.—C. I. O. (Machinists)**

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement other than machinists employed by the Carrier were improperly used to make repairs to company truck No. 286 on or about Monday, June 17, 1957.

2. That accordingly the Carrier be ordered to additionally compensate Machinists V. Carss and F. Soliz in the amount of eight hours pay each for the above violation.

EMPLOYEES' STATEMENT OF FACTS: At Silvis Shop, Silvis, Illinois, as well as other points on this railroad, machinists for many years have been and are assigned to the overhauling and repairing of all automotive equipment, including trucks, tractors, portable cranes, etc. (See employees' Exhibits A and B.)

Prior to February 1949 machinists made all repairs to such automotive equipment, including electrical repairs, with the exception of two battery operated trucks in Chicago which were maintained by electricians.

On January 19, 1949 General Chairman Lewis of the electrical workers, Mr. G. E. Mallery, manager of personnel, and the undersigned met in Chicago and reached an agreement on all automotive trucks, shop tractors, trucks, portable cranes and other similar equipment. In that agreement the machinists agreed to relinquish certain electrical work on such equipment to the electrical workers. This agreement was drafted into a letter which Mr. Mallery issued to all master mechanics on February 24, 1949, reading as follows:

tioned in the classification of work rule applicable to machinists and their helpers. Your Board has previously so held in Awards 1808 and 2250 where similar rules are in effect. You also found that under the facts in those cases, the disputed work had never been recognized as machinists' work.

The employes while the claim was being handled on the property have also relied on letter, dated February 24, 1949. This letter did not purport to expand the scope of the agreement. Its purpose was only to allocate the work when performed on the property between the machinists and electricians. (See Award 2250.)

This claim is without any support under the agreement and the carrier respectfully requests 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 Railroad Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

In this docket it is shown that a company truck was sent to an outside garage where front end spindles were bushed, new bolts fitted and applied, and new spring bushings with pins were applied.

The carrier has concurred in an agreement settling jurisdictional disputes concerning "work on automotive trucks * * * that * * * the machinist craft will perform all other work on this equipment except as noted". The work done here does not fall within the exception. The company asserts that it could not do the work with its own facilities; but the assertion is not conclusively borne out by the facts.

AWARD

The claim is sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 10th day of June 1959.