

Award No. 3556

Docket No. 3013

2-CRI&P-MA-'60

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee James P. Carey, Jr., 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 & PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the controlling agreements other than machinists employed by the Carrier were used improperly to make repairs to company truck No. 104 at El Reno, Oklahoma on April 16, 1957.

2. That, accordingly, the Carrier be ordered to additionally compensate Machinist L. O. Cooper in the amount of eight (8) hours pay for the above violation.

EMPLOYEES' STATEMENT OF FACTS: At El Reno, Oklahoma, as well as at 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.

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

On January 19, 1949 general chairman of the electrical workers and the undersigned met with Mr. G. E. Mallery, manager of personnel, 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 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:

"Chicago—February 24, 1949
File: L-127-75

Messrs: J. E. Kerwin
L. B. Close
R. E. Detrick
E. S. Farley
E. J. Gwin
J. H. Kasmeier

W. F. Kline
S. E. Mueller
J. H. Mullinix
F. J. Schleih
K. O. Thomas
Carl Zuegel

The employes are claiming 8 hours pay at pro-rata rate. Actually, the amount of hours billed the carrier in this case was 5 hours and 45 minutes.

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.

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

On April 16, 1957 carrier sent its Chevrolet panel truck No. 104 to the Marshall Chevrolet Agency garage at El Reno, Oklahoma for repairs to the clutch, windshield wiper motor and the steering rod. The record shows that for many years machinists employed by the carrier at El Reno have overhauled and repaired automotive equipment. Employes assert that the carrier violated Rule 53 of the Agreement of October 16, 1948 and the letter agreement dated February 24, 1959 between the machinists, electricians and the carrier. The letter agreement specifically provides that with certain exceptions, not material here the machinist craft will perform all work on automotive trucks, shop tractors, trucks, portable cranes and other similar equipment. The carrier contends that it did not have the necessary parts or wheel alignment equipment on hand. The employes point out that wheel alignment was not involved.

Our Award No. 3235 sustained a similar claim on this property at Silvis, Illinois. We find no reason for reaching a different result in this docket.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 29th day of September 1960.