

**Award No. 308
Docket No. 304
2-MP-MA-'39**

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

**The Second Division consisted of the regular members and
in addition Referee John A. Lapp when award was rendered.**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That senior furloughed machinist helper, Coffeyville, Kansas, be compensated for all time lost subsequent to December 24, 1937, to time of correction of violation.

EMPLOYEES' STATEMENT OF FACTS: Under date of December 20, 1937, bulletin was posted at Coffeyville, advising of force reduction as follows:

"Bulletin No. 77-1937

Coffeyville—December 20, 1937

ALL EMPLOYEES:

c/o Bulletin Board—Roundhouse—Coffeyville.

Effective starting time Saturday December 25th, (last date to be worked December 24th) following reduction in force will be made in the Roundhouse at Coffeyville, Kan.

- 1 Electrician
- 6 Machinists
- 4 Machinist helpers
- 2 Class B Machinists
- 1 Machinist Apprentice
- 1 Boilermaker welder
- 1 B Boilermaker
- 1 Boilermaker helper
- 1 Blacksmith
- 1 Blacksmith Helper
- 1 Tool room attendant
- 1 Machine shop laborer

Parties affected should file their addresses with proper officer in accordance with Rule 21.

A. R. Sykes, Master Mechanic"

Immediately after effective date of bulletin, class B Machinist M. E. Tuttle was assigned to work with (helping) Machinist M. H. Donnel, and was required to perform all the duties usually performed by regular helper.

"Class B machinist Tuttle has performed no service other than that of machinist helper."

The facts in the case are, as stated above, that during this period of time Tuttle was assigned and did perform the work of a class B mechanic (see carrier's Exhibit B—statement of work performed from work slips by Machinist Tuttle during the months of January, February and March, 1938; also carrier's Exhibit C—affidavit from Messrs. Donnel and Tuttle of the work they performed during this period.)

The employees in the presentation of this time claim for a laid off helper are attempting to support their claim by stretching the application of the rules of our wage agreement far beyond their intent, in that they specifically are contending that no one can help a mechanic other than a helper. Such a condition in actual practice would mean that a helper would be required for each and every mechanic, even though there were periods of time during the work day period that the mechanic required no help and/or assistance. The work in our Coffeyville roundhouse at this particular time (December, 1937, to March, 1938) did not justify the assignment of a helper to help these two machinists on the particular class of work they were engaged in each eight hour day; the work did require the services of two mechanics, one (the B mechanic) limited to a certain class of work as specified in the schedule rules; when either of them required help, one or the other helped the other, but there was no period of time during this period that required the services of an exclusive helper for the eight hour day period.

Our rates of pay for machinists are:

Class A.....	86¢ per hour
Class B.....	72¢ per hour
Helpers	58¢ per hour

If the employees' contentions were correct that the class B mechanic performed no service other than that of a machinist helper, they in effect are stating that the carrier is paying a rate of 72¢ per hour for helper's work, for which the agreement provides a rate of 58¢ per hour. Such a contention is, of course, baseless as evidenced by carrier's Exhibit B, which shows conclusively the class B mechanic was required and did perform work that does not fall within the class of work provided for helpers—Rule 53.

The employees in the presentation of this claim have requested that the senior furloughed helper be compensated at the rate of eight hours per day subsequent to December 24, 1937. Three of the four machinist helpers' positions that were affected by the force reduction of December 24, 1937, were restored on January 3, 1938, and the fourth job restored March 15, 1938. The period December 24, 1937, to March 14, 1938, inclusive, represents approximately five hundred hours. As stated above, there were times during this period when the class A mechanic helped the class B mechanic, or the class B mechanic helped the class A mechanic, and an analysis of the time cards, work slips, etc., of these two mechanics develops that one helped the other for approximately seventy-one (71) hours of the five hundred (500) hours worked during this period. In other words, the employees are contending that a helper be paid eight hours daily, or a total of approximately five hundred (500) hours for the seventy-one (71) hours that one mechanic helped another mechanic.

There is no justification under our rules, or past practices thereunder, that would support the employees' claim and same should properly be denied by your Honorable Board.

OPINION OF DIVISION: The facts in this case are briefly stated. A helper, who had been engaged in assisting a Class A machinist, was laid off and, thereafter, his work was performed by a Class B machinist who assisted the Class A machinist.

The carrier insists the two machinists worked together assisting each other, when necessary.

The facts of the docket indicate that the Class B machinist assisted the Class A machinist, but there is no indication of the Class A machinist assisting the Class B machinist. Affidavits of both machinists indicate that the Class B machinist performed helper's work for the Class A machinist. There is little doubt that such was the case. The amount, however, of such assistance is not determinable from the docket because the Class B machinist continued to do his regular work in addition to the helper work.

The carrier points out that helpers may be laid off when not needed. The carrier also points out that mechanics may assist each other. It cannot be denied that helpers may be laid off when they are not needed. The issue in the case does not involve the right of mechanics to assist each other, the same being recognized and admitted. The issue here revolves around the use of a Class B machinist to do helper's work. The Class B machinist has specially defined duties. He may not do the work of a Class A machinist and he may not do the work of a helper.

The facts in this case indicate that he did the work of a helper not merely incidentally to his duties, but as a regular thing. How much helper's work he performed is in dispute. The parties are at wide variance on this point. Inasmuch as the Class B machinist continued to perform the duties he had previously performed, it is apparent that the amount of helper's work that he performed could not have been anything like that of a full-time helper.

This Division finds that the Class B machinist, who was not entitled to do so, did actually perform duties as a helper, while a helper was furloughed and the furloughed helper is entitled to compensation for the time lost by reason of his work having been performed by one not entitled under the rules, to do it.

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.

AWARD

The claimant is entitled to compensation for the time lost, by reason of his work having been performed by a Class B machinist. The amount of such claim shall be determined by the parties on the basis of the approximate time the Class B machinist performed helper's work.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 14th day of February, 1939.