Award No. 1087

Docket No. 1004

2-D&RGW-MA-'45

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Richard F. Mitchell when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 10, RAILWAY EMPLOYES' DEPARTMENT, A. F. OF L. (MACHINISTS)

THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

(Wilson McCarthy and Henry Swan, Trustees)

DISPUTE: CLAIM OF EMPLOYES: That in accordance with the controlling provisions of the agreement dated September 1, 1940, particularly Rule 27 thereof, the work assignment performed on Bulldozer B-2 at Cisco, Utah, on July 11 and 13, 1942, is properly the work of machinist journeymen regularly employed on the Grand Junction Division and not the work of machinist journeymen regularly employed on the Salida Division.

EMPLOYES' STATEMENT OF FACTS: Bulldozer B-2 stationed at Cisco, Utah, required certain repair work on July 11 and 13, 1942. Arrangements were made for water service pipefitter, C. E. Trammell, regularly employed at Grand Junction, Colorado, to journey to Cisco, Utah, on each of these dates to engage in this work assignment.

The use of a water service pipefitter to perform this repair work on Bulldozer B-2 prompted the machinists' local shop committee at Grand Junction, Colorado, to advance time claims on behalf of machinist journeymen regularly employed at Grand Junction, Colorado. These claims as presented have been denied by the carrier whose position is outlined in the assistant general manager's letter of October 2, 1942, reading in part as follows:

> "It is not proper to use an employe from the water Service Department to do this work. However, I do not see where it was necessary to call a machinist journeyman from the mechanical department from Grand Junction to do this work. This properly belongs to mechanical and motor repair shops at Salida. I am agreeable to allowing claim for 3¾ hours pay to such employe in this department as would be entitled to it."

Salida, Colorado, is located 234.5 miles EAST of Grand Junction, Colorado.

Cisco, Utah, is located 54.8 miles WEST of Grand Junction, Colorado, on the so-called Grand Junction Division.

The carrier also holds that the employes have full knowledge that the repairing of roadway machines on line of road belongs to the employes of the roadway machine and equipment repair shop at Salida, and that Item 4 of the memorandum of agreement dated October 16, 1940, provides they shall perform such work. To substantiate this statement, there is submitted, as carrier's Exhibit 1, correspondence dated June 24 and August 4, 1942; also submitted, as carrier's Exhibit 2, is copy of settlement made February 12, 1944, both of which have to do with employes in the roadway machine and equipment repair shop being used on line of road to repair maintenance of way machines.

The correspondence of June 24 and August 4, 1942, covers protest of using an employe of the roadway machine and equipment repair shop to weld two teeth in the swing gear of drag line D-7 at Pando, which work another employe of the equipment shop who at the same time was working on drag line D-7, was not qualified to perform. It will be observed from carrier's letter of August 4, 1942, that claim was denied under the provisions of Item 4 of the October 16, 1940, agreement; and, for the information of the Board, nothing more was heard from the organization in connection therewith.

The settlement of February 12, 1944, covers an employe of the equipment repair shop who was not properly paid on road trip from Salida, Colorado, to Florence, Colorado, to repair drag line D-7.

With respect to the cases covered by Exhibits 1 and 2, the carrier holds that if the organization is sincere in its contention that the work of repairing roadway machines on line of road belongs to machinists at the various points, and not to the employes of the roadway machine and equipment repair shop, the case covered by Exhibit 1 would have been progressed to a conclusion, and the claim covered by settlement of February 12, 1944, would have included claim of a machinist at our Salida Shops account not sent to Florence to repair drag line D-7.

In conclusion, the carrier contends that the work of repairing roadway machines on line of road belongs to the employes of the roadway machine and equipment repair shop at Salida, and holds that Item 4 of the memorandum of agreement was specifically made a part of the agreement of October 16, 1940, with the employes' knowledge and consent, to insure to the employes of the equipment repair shop this work; therefore, claim should 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.

The carrier violated Rule 27 of the controlling agreement, and the claim will be sustained.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling,
Secretary.

Dated at Chicago, Illinois, this 21st day of June, 1945.