

Award No. 1866

Docket No. 1742

2-CRI&P-MA-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Lloyd H. Bailer when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (Machinsts)**

CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. That the repairing and testing of Alco diesel engine fuel injection pumps is Machinists' work under the current agreement.

2. That about December 24, 1952 when the Carrier assigned the aforesaid work to a Chicago company, the current agreement was then violated and which thereby damaged its employes of the Machinists' craft.

3. That accordingly the Carrier be ordered to compensate, as a penalty for the aforementioned violation, Machinists Grant Cople and F. O. Tubbs at their applicable rates of pay in the amount of hours equal to those the Chicago company paid to its employes for the performance of the work in question, with a minimum of not less than 24 hours to each of these said employes.

EMPLOYEES' STATEMENT OF FACTS: At Silvis, Illinois, the carrier maintains its largest diesel locomotive shop, which is fully equipped to make any and all repairs to diesel locomotive engines, including the component parts thereof. This shop consists of the general erecting floor, an overhauling department for diesel engines and appurtenances such as governors, compressors, heads, liners, and all other parts which are completely dismantled, repaired and reassembled.

However, in this particular engine overhauling department there is also located a fuel pump and injector room wherein Machinists Grant Cople and F. O. Tubbs, hereinafter referred to as the claimants, were regularly assigned to overhaul injectors, overhaul and calibrate fuel pumps including those Alco fuel injection pumps involved in this dispute.

Notwithstanding these facilities, the carrier made the election on Wednesday, December 24, 1952, the day before Christmas, to do these two things, namely:

1. Assign to the Adeco Company of Chicago, Illinois, 18 Alco diesel engine fuel injection pumps for repair and calibrating.
2. Laid off, effective at the close of the 11:30 P. M. shift, 85 machinists, and abolished the jobs of 51 other machinists in which were included the jobs of the claimants in the fuel pump and injector room, which is affirmed by the submitted copy of notice identified as Exhibit A, which excludes the other affected crafts but same was jointly signed by R. W. Harter, superintendent shops, and by M. R. Wilson, master mechanic.

The agreement effective October 16, 1948, as subsequently amended, is controlling.

POSITION OF EMPLOYES: It is submitted that the foregoing statement of dispute is conclusively supported by the collective bargaining current agreement made in pursuance of the Amended Railway Labor Act because the work in question is stipulated in the above statement of facts and that such work is covered in the scope of the machinists' Classification of Work Rule 53 which, for ready reference, in applicable part reads:

"Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling, and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by steam or other power), pumps, . . . lubricator and injector work; . . . and all other work generally recognized as machinists' work."

It is moreover suffice to assert, without successful contradiction, that these fuel injection pumps come within and are subject to the provisions of the above rule; that it is indisputable that the parties have so jointly applied this rule; that the claimants were regularly assigned to perform said work up to the close of their shift the day before Christmas, December 24, 1952, and that the election of the carrier to harm and damage its machinists at Christmas time through the arbitrary process of farming out their work is not contributable to the lack of adequate facilities and a skilled force of machinists with which to handle the work in a highly efficient manner. Nor was this mean action of the carrier founded upon any good cause or otherwise than the consequence of a mental ambition to damage its machinists' union through the means of totally disregarding the agreement rules presumed to have been made in good faith by the officers of the carrier with the representatives of System Federation No. 6 and which adopted rules of the contract are regarded as highly fundamentally sacred to the carrier's employes of the machinists' craft.

Furthermore, the carrier's action in farming out the repair of these fuel injection pumps constitutes:

- a) Having such work performed by outside interests that were not qualified under the machinists' Special Qualification Rule 52.
- b) Having such work performed by outside interests without any seniority rights whatsoever under the seniority provisions of Rule 27.
- c) Having such work performed by outside interests that were not mechanics within the intent and the meaning of the assignment of work provisions of Rule 28.

It is manifest that all of the foregoing acts of the carrier are tantamount to abrogating, at its will, each and all of the above mentioned rules of the

We find the Machinists' Classification of Work Rule 53 grants jurisdiction over the work involved in the present case to the machinists' craft, that the 1948 Memorandum of Understanding does not exempt such work from the coverage of Rule 53, and that the carrier therefore violated the agreement in this instance. The claim must therefore be sustained, except, however, with respect to the requested "minimum of not less than 24 hours to each" of the claimants. Claimants shall be compensated at pro rata hourly rates in the amount of the hours equal to those the Chicago Company paid to its employes for the performance of the work in question.

AWARD

Claim sustained as modified above.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 14th day of January, 1955.