

Award No. 2337
Docket No. 2084
2-GN-EW-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electricians)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the current agreement Carman Foreman was improperly used to temporarily fill the position of Electrical Foreman, Gene Docks, while he was off on vacation from October 4th to October 8th, 1954, (both dates inclusive).

2. That accordingly the Carrier be ordered to additionally compensate Electrician William Ross, the difference between what he earned as an Electrician and what he would have earned if assigned to fill the position of Electrical Foreman Docks during the period he was off on vacation.

EMPLOYEES' STATEMENT OF FACTS: At the Jackson Street Shops, St. Paul, Minnesota, the Great Northern Railway Company, hereinafter referred to as the carrier, employs Electrical Foreman Docks to supervise electricians in the electric shop. When Electrical Foreman Docks took a vacation from October 4 to October 8, 1954, (both dates inclusive), the carrier assigned a carman foreman to fill the position of Electrical Foreman Docks.

Electrician William Ross, hereinafter referred to as the claimant, was available to fill this position in the year 1954 while the electrical foreman was on vacation the same as he did in prior years.

The dispute was handled with carrier officials designated to handle such affairs who all declined to adjust the matter.

The agreement effective September 1, 1949, as subsequently amended, is controlling.

POSITION OF EMPLOYEES: It is submitted that under Rule 45 reading in part as following:

"Should an employe be assigned temporarily to fill the position of a foreman, he will get the foreman's rate. Said positions shall be

this is recognized by the employees when they state "Rule 45 specifically says that a mechanic of the craft will be assigned * * *" (Emphasis ours.)

3. Positions of foremen are covered by agreement between this carrier and the Association of Mechanical Supervisors, Great Northern Railway Company—copies of which are being filed with this submission.

The term "Supervisor of Mechanics" is defined in Article I of this agreement as follows:

"The term 'Supervisor of Mechanics,' as hereinafter used shall be understood to include all those employees in the Mechanical Department having supervisory authority over mechanics or mechanical work and who receive a monthly rate of pay and who are above the rank of Leading Mechanic, as defined by agreement of January 1, 1942, covering Shop Craft Employees, and of lower rank than that of General Foreman."

4. Article II of the agreement with the Mechanical Supervisors Association contains the following provisions:

"Supervisors will cooperate in the performance of work upon days upon which other supervisors are relieved to avoid additional expense and will be paid their regular rate of pay for such relief service. * * *

When temporary vacancies occur in supervisors' positions because of men being off duty in excess of one week, supervisors assigned to higher rated positions will receive the higher rate. This shall not apply, however, to relieving supervisors upon rest days nor in cases of vacations or sick leave with pay, since in such cases it is understood that supervisors will cooperate in the performance of the work of the absent employee without additional expense and will be paid their regular rate of pay for such service."

Summarizing and analyzing the above uncontestable facts, only the following conclusions can be reached:

(a) It is not mandatory to use a mechanic to fill a vacancy in a position of foreman.

(b) If a mechanic is used he must come from the ranks of one of the crafts he will supervise.

(c) The employees covered by the current agreement with System Federation No. 101 have no jurisdiction over foremen, who are covered by agreement with the Association of Mechanical Supervisors.

(d) Under the agreement with the mechanical supervisors, provision is specifically made for relief of foremen by other foremen, which provision exactly covers the circumstances in the instant case.

In view of the above, the claim in this case is without merit and unsupported by Rule No. 45 or any other rule in any agreement and must, therefore, 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 employee or employees involved in this dispute are respectively carrier and employee 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 claim is that carrier improperly temporarily used Assistant Car Foreman S. Horwath to fill the position of electrical foreman at its Jackson Street Shops, St. Paul, Minnesota while Electrical Foreman Gene Docks was off on a vacation from October 4 to 8, 1954, both dates included. The contention is that under Rule 45 of the parties' controlling agreement carrier was required to use an electrician for that purpose in case it decided to fill the position while Docks was temporarily absent from his job. In view thereof it asks that we require carrier to pay Electrician William Ross, who was available, for the difference between what he earned during this period of time as an electrician and what he would have earned if he had been assigned to temporarily fill Docks' position while he was off.

Rule 45 provides:

"Should an employe be assigned temporarily to fill the position of a foreman, he will get the foreman's rate. Said position shall be filled only by mechanics of their respective craft in their department.

When a foreman has supervision over two or more crafts, such position may be filled from any of the crafts involved."

The meaning of this rule seems clear. It provides that when a temporary vacancy occurs on a position of a foreman that carrier is not required to fill it but, should it decide to do so, then it must use an employe qualified as a mechanic in the respective class which the foreman supervises. However, if the foreman whose position is temporarily vacant, supervises two or more crafts then this position may be filled by a mechanic from any of those crafts. See Award 1628 of this Division for a like construction of a comparable rule.

The facts are not in dispute. Gene Docks was the electrical foreman at carrier's Jackson Street Shops at St. Paul, Minnesota and as such had the supervision of electricians in the electric shop. Docks went on a vacation from October 4 to 8, 1954, both dates included, and while on vacation carrier used Assistant Car Foreman S. Horwath to fill Docks' position. At that time claimant was available had carrier seen fit to use him. In view of this factual situation we think carrier improperly used Horwath instead of claimant insofar as Rule 45 is concerned.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 30th day of November, 1956.