

Award No. 2643
Docket No. 2416
2-MI-MA-'57

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee J. Glenn Donaldson when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Machinists)**

MISSOURI-ILLINOIS RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement Machinist Hugh L. Driemier and Machinist Helper Jesse F. Singley were furloughed April 30, 1955 and May 1, 1955, respectively, and their work was improperly performed by other than a Machinist and a Machinist Helper.
2. That accordingly the Carrier be ordered to compensate Machinist Hugh L. Driemier and Machinist Helper Jesse F. Singley for all time lost from April 30 and May 1, 1955, respectively.

EMPLOYEES' STATEMENT OF FACTS: Machinist Hugh L. Driemier and Machinist Helper Jesse F. Singley, hereinafter referred to as the claimants, were furloughed from the Thomure roundhouse, Thomure, Missouri, on dates of April 30, 1955, and May 1, 1955, respectively. At the time the claimants were furloughed, there were five locomotives on which ICC inspections were being made and running repair work performed, one locomotive which remained at Thomure and only went to the diesel shop at Sparta, Illinois, once a year for annual inspection. All other work performed on this locomotive is done at the Thomure roundhouse.

Joint check was made at the Thomure roundhouse, Thomure, Missouri, on date of February 20, 1956, at which time we found that there were 5 locomotives receiving ICC inspections and on which running repair work was being performed. Also, one locomotive which remains at the Thomure roundhouse and only returns to the Sparta, Illinois shop for annual inspection, all other work on this locomotive being performed at the Thomure roundhouse.

The agreement of September 1, 1949, as amended, is controlling.

POSITION OF EMPLOYEES: It is the position of the employees that the carrier was in violation of Rule 11 when other than mechanics of the machinist

mechanics are employed. Your Board, in Award No. 1989, denied the contention of the organization and found as follows:

"This claim is before the Division because a Mechanical Department Foreman was used to make the monthly inspection of the diesel-electric locomotive at Laurel, Mississippi.

The Foreman, who performed the work in question, was employed at both Laurel, Mississippi and Hattiesburg, Mississippi. He was stationed at Hattiesburg, Mississippi.

No electrical workers were employed at Laurel.

In our opinion, Rule 31 is the controlling rule of the effective agreement. Rule 31 is a general rule, insofar as it is intended to cover all the special crafts which, as a group, are referred to as 'mechanics.' In applying the rule to electrical workers, with which the instant case is concerned, we must conclude that the last paragraph of Rule 31 exempts a foreman under the facts of this case."

There is no agreement support for the instant claims and for the reasons fully set forth above 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 organization contends that the carrier was in violation of Rules 11 and 27 of the current agreement when the roundhouse foreman, assisted by a laborer, was assigned to perform machinist work at Thomure Roundhouse, Thomure, Missouri.

As a result of dieselization there was a substantial decrease in locomotive maintenance work at this point on carrier's lines. Machinist Driemier and Machinist Helper Singley were furloughed April 30, and May 1, 1955, respectively. They were the last of their respective classes at Thomure. Thereafter, Mechanical Department Foreman Stewart, performed and continues to perform such inspection and light repairs to locomotives as may be necessary. Occasionally when he needed assistance in lifting or handling heavy objects he called on a laborer.

The carrier relies upon Rule 11, Assignment of Work, and Rule 27, Help to be Furnished. It also points out Rule 8 contemplates that jobs will be abolished and it cites Division awards as upholding its right to do so when there is insufficient work to justify maintaining such positions. All rules cited are set forth in the body of the submissions.

The parties are in agreement that only one locomotive was maintained at Thomure. The organization contends it went to the diesel shop at

another point once a year for annual inspection and that all other work on the locomotive was performed at Thomure. The carrier states that beside annual inspection any necessary heavy repairs to this locomotive are also made at the diesel shop. At time of the joint check, made over two (2) months prior to the furloughs, five (5) locomotives were receiving I.C.C. inspections and running repairs at Thomure, states the organization. The carrier said such check revealed only trip inspections were made there. The carrier reported that a laborer assisted the foreman on the average of one (1) hour per day.

The organization cites sustaining Awards 316 and 2586 to support its position. Award 316 is distinguishable because there the furloughs were temporary due to the seasonal nature of the traffic while in the instant case the furloughs are permanent due to dieselization. That Award, in fact, states: "It might be different if the work of the mechanics at Bush had been permanently discontinued * * *."

In Award 2586, the submissions show that the carrier posted a bulletin abolishing all mechanic and helper positions and then established a foreman and assistant foreman positions and assigned to the occupants of the new positions the same duties formerly performed by the laid-off machinists. In the instant case, however, the working foreman "had been employed at Thomure for many years."

While Rule 11 contains some coverage not found in the usual assignment of work rule such additional provisions have no application here. The pertinent portion of said rule, therefore reads:

"None but mechanics or apprentices employed as such shall do mechanic's work, except at points where mechanics are not employed foremen will perform the work of any craft to which they are assigned, * * *:" (Emphasis supplied.)

Mechanics are no longer employed at Thomure. Their furloughs were not temporary nor done to make way for another class of employe. The situation at Thomure is real and is the result of dieselization. It can be considered permanent. The organization does not contend that there remains sufficient work to keep both foreman and mechanics occupied. The fact that the laborer works on the average one (1) hour per day may be indicative of the volume of the remaining work at this point. The underscored portion of Rule 11, we find, applies and justifies carrier's handling of the remaining work at this point. Rule 26 is subject to the noted provision of Rule 11.

Rule 27 is not offended by the occasional use of laborers under the circumstances here present. We find the claims asserted without merit.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 24th day of October, 1957.

DISSENT OF LABOR MEMBERS TO AWARD NO. 2643.

The evidence of record in this dispute reveals that the carrier furloughed the machinist and helper remaining at the roundhouse at Thomure, Missouri.

The work of this machinist and helper was transferred to Mechanical Department Foreman Stewart and a laborer, which the majority concede.

No rule of the agreement in effect between the parties authorizes the transfer of work from any craft to the foreman and laborer.

This Division correctly interpreted the same kind of a rule of an agreement in the same kind of circumstances in Award No. 2586, which held:

"We find no authority in the agreement for the action of the carrier in dispensing with the services of the machinists and transferring the work to the foremen; * * *."

For the above reasons Award No. 2643 is not a correct interpretation of the agreement and we dissent.

R. W. Blake

Charles E. Goodlin

T. E. Losey

Edward W. Wiesner

James B. Zink