

**Award No. 2917
Docket No. 2665
2-CMStP&P-MA-'58**

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee James P. Kiernan when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 76, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Machinists)**

**CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC
RAILROAD COMPANY**

DISPUTE: CLAIM OF EMPLOYEES: (1) That under the current agreement other than Machinists performed Machinists work at Avery, Idaho. (2) That accordingly, the Carrier be ordered to additionally compensate Machinist, E. E. Hamilton, eight (8) hours at time and one-half, Machinist Welders rate.

EMPLOYEES' STATEMENT OF FACTS: At Avery, Idaho, the carrier maintains a roundhouse where three (3) foremen and three (3) helpers are employed.

On or about March 1, 1956 the foreman, upon inspection of Locomotive E 49, found that an end casting was broken. He proceeded to repair the broken casting by electric welding, and during the course of this duty, it was necessary that he perform other work at the roundhouse, as well as eat lunch, and during his absence, a locomotive fireman proceeded to weld the casting by direction and approval of the supervisor as evidenced by his letter marked Exhibit A.

The claim was submitted in the first instance to the roundhouse foreman at Deer Lodge. The foreman failed to properly decline the claim.

Machinist E. E. Hamilton, hereinafter referred to as the claimant, is a machinist welder employed at Deer Lodge, Montana, assigned to work 7:30 A.M. to 4:00 P.M., and was available to perform the work, if called.

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

had not gone along with the fireman's suggestion or request, the foreman would have performed all of the welding work. In no event would the questionable amount of welding work have fallen to a machinist welder at Deer Lodge.

3. Even if Machinist Welder Hamilton at Deer Lodge could properly lay claim to the work performed during this "experiment" by the locomotive fireman at Avery, and it is the carrier's position there is no reasonable basis for such contention, then we would direct attention to the fact that only 30 to 45 minutes were involved, that Machinist Welder Hamilton was regularly assigned at Deer Lodge and most important is the fact that when the locomotive arrived at Deer Lodge the weld made at Avery was cut out and a complete and entirely new weld was made by machinist welders at Deer Lodge.

4. It was entirely proper that the foreman perform the welding work on the end casting at Avery and if he chose to allow the locomotive fireman to "try his hand" at welding for a few minutes it is the carrier's position that does not—under the facts and circumstances cited above and the schedule rules—support the claim in behalf of the regularly assigned machinist welder at Deer Lodge.

The carrier respectfully requests that the claim 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.

Rule 32 (a) provides that "None but mechanics or apprentices, regularly employed as such, shall do mechanics' work as per special rules of the craft except foremen at points where no mechanics are employed."

In this case a fireman asked the foreman to let him "try his hand" at welding. The foreman had been doing some welding on a locomotive, but stopped to take care of a diesel that had arrived at the roundhouse track. At that time, the fireman, without any request started to do the welding. How long or how much is not made known. However, the work performed by the fireman was for his own pleasure and not as an employe of the carrier. We do not find that this act was a violation of the agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 30th day of July, 1958.

LABOR MEMBERS DISSENT TO AWARD NO. 2917.

The majority ignored the current agreements in effect between the Carrier and System Federation No. 76, governing the employment of machinists when the foreman permitted other than a machinist to do work that the majority recognizes as being machinists' work.

The current agreements as amended by the Mediation Agreement recognizes and preserves the rules, rate of pay and working conditions of the claimant and stands as a protest against the erroneousness of Award No. 2917.

/s/ James B. Zink

/s/ R. W. Blake

/s/ Charles E. Goodlin

/s/ T. E. Losey

/s/ Edward W. Wiesner