

Award No. 3456

Docket No. 3381

2-CRI&P-MA-'60

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Francis B. Murphy when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYES'
DEPARTMENT INTERNATIONAL ASSOCIATION
OF MACHINISTS A.F.L.-C.I.O.**

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement other than machinists employed by the Carrier were improperly used to make repairs to company truck No. 11 on Monday, February 17, 1958.

2. That accordingly the Carrier be ordered to additionally compensate Machinists Robert Brown and Donald Taylor, Silvis, Illinois an equal number of hours pay at the time and one-half rate as was charged the Carrier by the Rock Island Motor Transit Company for the above repairs.

EMPLOYEES' STATEMENT OF FACTS: At Silvis Shop, Silvis, Illinois, as well as other points on this railroad, machinists for many years have been and are assigned to the overhauling and repairing of all automotive equipment, including trucks, tractors, portable cranes, etc.

Prior to February 1949 machinists made all repairs to such automotive equipment, including electrical repairs, with the exception of two battery operated trucks in Chicago which were maintained by electricians.

On January 19, 1949 General Chairman Lewis of the electrical workers, Mr. G. E. Mallery, manager of personnel, and the undersigned met in Chicago and reached an agreement on all automotive trucks, shop tractors, trucks, portable cranes and other similar equipment. In that agreement the machinists agreed to relinquish certain electrical work on such equipment to the electrical workers. This agreement was drafted into a letter which Mr. Mallery issued to all master mechanics on February 24, 1949, reading as follows:

when performed on the property between the machinists and electricians. (See Award 2250).

This claim is without any support under the agreement and the carrier respectfully requests your Board to deny the claim of the employees.

The employees are claiming an equal number of hours pay at the time and one-half rate as was charged the carrier by the Rock Island Motor Transit Company for the overhauling. Without relinquishing our position as above, even if claim had merit, which we deny, if penalty is assessed it can only be at pro-rata rate as has been ruled by this and other divisions of the Adjustment Board in numerous awards. The actual amount of hours billed the carrier in this case were 38 hours.

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 employees 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 waived right of appearance at hearing thereon.

This record shows that for years the Carrier has maintained a portion of its shops at Silvis, Illinois, for the repairing of trucks and miscellaneous work on auto equipment. Positions in this department are bulletined and assigned as provided by the agreement. This practice has been in effect for years as shown by employees' Exhibit A and B.

The Organization contends that the Carrier improperly employed other than machinists to make repairs to company truck No. 11 on Monday, February 17, 1958, and that claimants should be compensated an equal number of hours for this violation of the agreement.

This Division in Award 3235, in a similar situation with the same parties involved, agreed that the work "could have been and should have been performed by the claimants."

The evidence presented requires us to agree that there was a violation of the agreement. The Carrier by its own acts and agreement has recognized the work performed as machinist's work.

AWARD

Claim sustained for an equal number of hours pay at the pro rata rate as Carrier was charged by the Rock Island Motor Transit Company.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of May 1960.