



Award No. 5551
Docket No. 5418
2-CB&Q-CM-'68

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

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

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 95, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Carmen)

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the Carrier violated the current agreement on October 5, October 20, October 21 and October 22, 1965 when Roundhouse Foreman and employes from the Machinists' Craft performed work regularly assigned to Carmen.

2. That accordingly the Carrier be ordered to compensate the following Carmen for two (2) hours and forty (40) minutes at the time and one-half rate for each day shown following the Claimant's name:

T. McColez	October 5, 1965
C. E. Smith	October 20, 1965
C. H. Allensworth	October 21, 1965
C. H. Allensworth	October 22, 1965

EMPLOYES' STATEMENT OF FACTS: T. McColez, C. E. Smith and C. H. Allensworth, hereinafter referred to as the Claimants, are employed as Carmen at West Quincy, Missouri, by the Chicago, Burlington & Quincy Railroad Company, hereinafter referred to as the Carrier.

On October 5, 1965 carmen's work was performed by Roundhouse Foreman P. W. Werner and Machinist R. C. Foust on waycar No. Q-14352.

On October 20, 1965 Roundhouse Foreman P. W. Werner performed carmen's work when he made and applied new sill step on car No. UP-103411.

On October 21, 1965 Roundhouse Foreman P. W. Werner and Machinist G. W. Behern performed carmen's work when they removed and replaced coupler on car No. ATS-275440 and stenciled car No. Q-23087.

which will permit mechanics on duty to perform the work of craft which is not employed at the point. Neither did it abrogate the Memorandum of Understanding at page 51 of the Appendix, which permits an on-duty mechanic to perform the work of a craft which is employed, but who is not on duty at the time the work is performed.

When this general subject was handled with all of the General Chairmen of System Federation 95, it was pointed out to them that the position taken by the carmen's organization here would lead to an intolerable situation at many points where mechanics of minority crafts are employed. For example, at many roundhouse locations there is one electrician or one pipefitter employed on the first shift only. At most locations where boilermakers or blacksmiths are employed they work only on the first shift. If the Memorandum of Understanding at page 51 no longer exists, if we have one electrician employed at a point he must perform all electrical work on all shifts, seven days a week. The interpretation sought here by the carmen's organization would lead to innumerable calls during night time hours and on rest days for the one electrician employed at the point. The pipefitters, boilermakers and blacksmiths would be similarly treated. If we needed five minutes of pipefitting work done on a locomotive during the third shift, and there were only pipefitters employed on the first and second shifts, an on-duty machinist would be proscribed from performing this pipefitting function. Article III was not designed to provide these extremely impractical working conditions. The Board must give this contract a logical meaning, not one which will lead to these absurd results.

In conclusion, the Carrier sums up its position herein as follows:

1. There is nothing in Article III of Mediation Agreement A-7030 which conflicts with Rule 27(e) or the Memorandum of Understanding at page 51 of the schedule, the one hour provision.
2. The history of negotiations leading to Article III shows that it was intended to limit only the use of supervisors in the performance of mechanics' work, not to alter the right of on-duty mechanics to perform the work of off-duty mechanics.
3. The organization's position that Article III abrogates all contractual provisions for crossing craft lines is not supported by logic or a practical application of these rules.

In view of the above and foregoing, this claim must be denied.

(Exhibits not reproduced.)

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.

Parties to said dispute were given due notice of hearing thereon.

The agreement appearing at pages 51-52 of the pertinent collective agreement was not abrogated by Mediation Agreement A-7030. As to the claims for service performed by machinists on October 5 and 22, the claims as presented will be sustained, as the time consumed exceeded one hour. As to the claim dated October 20, it will be sustained, because the agreement appearing at pages 51 and 52 of the collective agreement applies only to on duty mechanics of another craft and not to foremen. The claim for service on October 21 will be denied, because only about 30 minutes were consumed.

AWARD

Claims disposed of in conformity with the above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 30th day of October, 1968.