

C O P Y

AWARD NO. 5
CASE NO. 5

SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES) The Brotherhood of Maintenance of Way Employees
TO)
DISPUTE) St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the effective Agreement when, on March 28, 29, 30, 31 and April 1, 1955, it assigned or otherwise permitted other than Roadway Machine Mechanic Helpers to perform Roadway Machine Mechanic Helper's work.

(2) The Carrier again violated the effective Agreement when, on April 27, 28 and 29, 1955, it again assigned or otherwise permitted other than Roadway Machine Mechanic Helpers to perform Roadway Machine Mechanic Helper's work.

(3) Roadway Machine Mechanic Helper Charles Williams now be allowed eight (8) hours' pay at his respective straight time rate for each of the dates referred to in Parts (1) and (2) of this claim because of the violations set forth therein."

FINDINGS: The Employees state that on March 28, 29, 30, 31 and April 1, 1955, Roadway Machine Mechanic H. C. Chambless was engaged in repairing caterpillar machine D-7 at Owentown, Texas. He was assisted in making such repairs by Roadway Machine Operator L. D. Martin on each of said dates. That also on April 27, 28 and 29, 1955, Roadway Machine Mechanic H. C. Chambless was engaged in repairing caterpillar D-6 in the Roadway Machine Repair Shop at Tyler, Texas, and that he was assisted in making such repairs by Roadway Machine Operator E. E. Perdue.

That on each of the aforementioned dates, Roadway Machine Mechanic's Helper, Charles Williams was available and willing to perform this work, but in lieu of assigning him in accordance with his seniority rights, the Carrier assigned and/or permitted employees holding seniority as Roadway Machine Operators, but with no seniority as Roadway Machine Mechanic Helpers, to assist the Roadway Machine Mechanic in repairing roadway machines D-6 and D-7.

The Carrier states that on the dates of claim it became necessary to replace the steering and final drive gears and replace the cable control clutch on a scraper of a D-7 caterpillar grader at Owentown, Texas. This work was performed by Roadway Machine Mechanic H. C. Chambless, assisted by Roadway Machine Operator L. D. Martin. That on April 27, 28 and 29, 1955, Roadway Machine Mechanic Chambless repaired a D-6 caterpillar grader at Tyler, Texas and was assisted by Roadway Machine Operator E. E. Perdue.

The Board finds from the evidence produced at the hearing that a Roadway Machine Mechanic was engaged in repairing caterpillar machine D-7 at Owentown, Texas,

on March 28, 29, 30 and 31, and April 1, 1955, and that he was also engaged in repairing caterpillar machine D-6 on April 27, 28 and 29, 1955 at Tyler, Texas and that a Roadway Machine Operator gave him assistance on all of these dates. However, the employees have failed in their proof to show that Roadway Machine Mechanic Chambless needed the assistance of a Machine Mechanic Helper on any of the dates set forth in this claim, nor have they shown by the evidence produced at the hearing what assistance was rendered to the Roadway Machine Mechanic by the Roadway Machine Operator.

Under the Rules and Regulations for the Maintenance of Way and Structures effective September 1, 1947, Rule 281, reads as follows:

"281. Duties of Operators.--Operators shall be responsible for the efficient operation and proper care of equipment, keeping it clean, well lubricated, and in good repair and adjustment. They shall give machines a thorough inspection often enough to detect any loose bolts or connections, broken parts or other defects, and make needed corrections.

"Division Engineer must be notified promptly of any condition that cannot be immediately corrected, with information as to requirements. Worn condition or weakness of parts must be detected and reported in ample time to secure repair parts before it is necessary to tie up machine."

This operating rule would indicate that an Operator may perform running repairs to these machines. It also follows that a Roadway Machine Mechanic must perform major repairs.

If the employees had shown by their evidence that the Machine Mechanic needed the assistance of a Machine Mechanic Helper, their claim would have been sustained, or, if they had shown that the Roadway Machine Operator had performed any work that is normally performed by a Machine Mechanic Helper, their claim also would have been sustained. But, due to the fact that the employees have not shown by the evidence that a Machine Mechanic Helper was necessary to assist the Machine Mechanic, this claim must be denied.

It is not sufficient to show that the repairs performed by the Machine Mechanic took five days in one instance to make the repairs and three days in another instance to make the repairs to prove that he should have been assisted by a Machine Mechanic Helper and could not have performed the work alone, nor to prove that the Roadway Machine Operator performed Machine Mechanic Helper work in assisting him.

If the work had required the assistance of a Machine Mechanic Helper, the Carrier should have assigned this work to the claimant, but due to the lack of proof that a Machine Mechanic Helper's assistance was necessary on the dates of claim, this claim will be denied.

AWARD: Claim denied.

Tyler, Texas

September 30, 1959

(s) Thomas C. Begley

Thomas C. Begley, Chairman

(s) A. J. Cunningham

A. J. Cunningham, Employee Member

(s) M. L. Erwin

M. L. Erwin, Carrier Member