

Award No. 4417
Docket No. 4262
2-ACL-EW-'64

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Joseph M. McDonald when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 60, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. — C. I. O. (Electrical Workers)

ATLANTIC COAST LINE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: That the Atlantic Coast Line Railroad Company violated the current agreement on March 7, 1961, when it assigned work covered by the controlling agreement to radio maintainer at Augusta, Georgia.

That accordingly the Atlantic Coast Line Railroad Company be ordered to additionally compensate electrician R. L. Baldowski hereinafter referred to as claimant, four (4) hours at his respective rate of pay, which amount he would have received had he been called and allowed to perform the work involved in this dispute.

EMPLOYES' STATEMENT OF FACTS: The Atlantic Coast Line Railroad Company, hereinafter referred to as the carrier, regularly employs shop craft electrical workers that were assigned the initial installation, the removal and/or renewal of all radio equipment and wiring pertaining to the operation of radios on diesel locomotives and cabooses. If at any time prior to the date of February 20, 1961, anyone other than the electricians did any of the above mentioned work, other than remove and install the radio set itself, it was done at such time and place so that they would not know.

This dispute has been handled with all carrier officials designated to handle such disputes up to and including the highest designated officer of the carrier, including a conference with the carrier, all of whom have declined to make a satisfactory adjustment.

The agreement effective July 1, 1938, with revisions and supplements, between the former Charleston & Western Carolina Railway Company, now the Atlantic Coast Line Railroad Company, and System Federation No. 60, Railway Employees' Department, AFL-CIO, is controlling.

POSITION OF EMPLOYES: It is the position of the employees that the carrier violated rules 75 and 26 of the controlling agreement when it improperly assigned the removal and installation of a vibrator, an integral part

it out of the base supporting it. This base is permanently attached to the locomotive.

For the above reasons, carrier feels the claim is without merit and should be declined.

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.

Claimant, an Electrician at Augusta, Georgia, is seeking compensation for which he contends was wrongfully assigned to, and performed by, a Radio Maintainer on March 7, 1961.

The work in question was the removal and installation of a vibrator and a converter on a locomotive.

The record shows that these items are a part of the power supply for the operation of the radio. It also discloses that radio repair and maintenance is the work of Radio Maintainers.

Claimant contends that the controlling agreement gives the Electricians the work of maintenance of power on the locomotives and that therefore they should have the work of removal and installation of the vibrators and converters.

Carrier contends that the removal and installation of these items is a part of the repair and maintenance of radios, and is properly performed by the Radio Maintainers.

There is nothing in Rule 75 of the controlling agreement, (the Classification of Electricians Work Rule), which specifically gives this work to the Electricians. There is no evidence of controlling past practice to be found in this record.

While it is true that these items are a part of the power system of the locomotive, it is also true that their only purpose is to make the radio operative. They are an integral part of the radio system, and their installation and removal is clearly connected with the repair and maintenance of radios. The assignment of this work to Radio Maintainers is not in violation of the controlling agreement.

Two procedural objections have been made. Carrier first objects that the claim as presented here is not the same as was presented on the property. This objection is overruled.

Carrier further objects to our consideration of Ex. "I," submitted by the Organization. The objection is sustained, and we have not considered

Ex. "I" in our determination of this dispute. Nor have we considered Carrier's Ex. "H" attached to its rebuttal.

AWARD

Claim 1: Overruled.

Claim 2: Denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 18th day of February, 1964.