

Award No. 348

Docket No. 372

2-ACL-MA-'39

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 42, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

ATLANTIC COAST LINE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: That electricians are being used to perform machinists' work in violation of the Machinists' Classification of Work Rule 102 of the current agreement, and should be discontinued.

EMPLOYES' STATEMENT OF FACTS: Notification of intention to file the above claim involving District No. 35, International Association of Machinists, with Second Division, National Railroad Adjustment Board, was served on date of October 4, 1938, after every effort commencing early in October, 1937, to secure adjustment on the property had failed. However, on date of October 10, 1938, General Superintendent Motive Power F. S. Robbins addressed a letter to Secretary Mindling requesting that our claim be referred back to the property for conference between the parties, alleging the general chairman of machinists had made no request for conference in his handling of the case. In keeping with the notification served October 4, 1938, an ex parte submission was filed with this Board on November 1, 1938. On date of November 2, the parties to dispute were advised by Secretary Mindling that in view of the situation created by charges of improper handling, the time for filing submissions, therefore, would be extended for both parties until thirty (30) days from that date (or until December 2, 1938), in which to file submissions with this Division in connection therewith. In a meeting held in Chicago, November 1, 1938, it was agreed that conference be held at Wilmington, North Carolina, on November 14, in an effort to reach settlement.

Conference was conducted in the office of General Superintendent Motive Power F. S. Robbins, November 15, 1938, and the following decision reached:

DECISION:—The headlight generator work will be divided according to rules of agreement, due consideration to be shown the company by allowing time in which to make such transfer of work as may be developed at various points.

Dated—Tuesday, November 15, 1938—Wilmington, N. C.

S/ **L. C. Hendrix**
General Chairman, I. A. of M.

S/ **F. S. Robbins**
General Supt. Motive Power
A. C. L. Railroad Company

The above decision was satisfactorily applied at Emerson shops, Rocky Mount, N. C., but has since been interpreted by Superintendent Motive Power Grant and General Superintendent Motive Power F. S. Robbins, to only give the machinists the taking down and replacing of the headlight generators in addition to any machine work to be done.

NOTE: In view of this development, it is the desire of the em-

"Electricians' work shall consists of repairing, rebuilding, installing, inspecting and maintaining the electric wiring of generators, switchboards, motors and controls, rheostats and controls, static and rotary transformers, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries and axle lighting equipment; winding armatures, fields, magnet coils, rotors, transformers, and starting compensators. Inside wiring in shops and on steam and electric locomotives, passenger train and motor cars; include cable splicers, wiremen, armature winders, and coil winder on train controls, and all other work properly recognized as electricians' work.

* * * "

The carrier claims that this rule assigns this work to the electricians' craft and that this work is properly recognized as electricians' work as quoted in their agreement. The representatives of the electricians made a protest when this matter came up in 1937, claiming that the headlight generator work belonged to their craft and that the machinists had no right to ask for the work. Sworn copy of letter from the representatives of the electricians, dated October 12, 1937, submitted and marked carrier's Exhibit A.

The carrier can see no difference in the work of assembling and disassembling headlight generators and such work as assembling and disassembling a switch board. It is simply all a matter of applying certain machine parts, which are generally made by machinists, making adjustments, tightening up bolts and screws, just similar to what might be done in the overhauling or rebuilding of switch boards or other electrical apparatus. This kind of work is always considered electricians' work and the carrier believes that the agreement as quoted covers this.

This dispute is entirely a jurisdictional one and carrier has not been advised of any efforts that have been made by the machinists and electricians to get together and settle same. It is also evident that any rearrangement of this work, such as asked for by the machinists, would incur considerable additional expense to the carrier inasmuch as the set-up at both the Waycross and Tampa shops is now arranged for the work claimed to be taken care of in the electrical rooms.

The carrier contends that there is no merit to this claim and that it should be dismissed.

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.

The rules of agreement and the evidence of record in this case support the employes' claim.

AWARD

Claim of employes sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 28th day of June, 1939.