

Award No. 502

Docket No. 521

2-ACL-MA-'40

**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 Rule 104 of the agreement between the aforementioned parties is being violated by the carrier assigning shop laborers to perform machinist helpers' work at Florence, S. C., and until such violation is discontinued senior machinist helpers employed at Florence, S. C. should be compensated at punitive rate for time the work in question was performed by shop laborers.

EMPLOYES' STATEMENT OF FACTS: On the effective date of the existing wage agreement between the parties hereto, July 1, 1938, the filling of mechanical lubricators, cups on compound pressure pumps, stoker engines, oiling coal pushers, air reverse, lubrication of turbo injectors, exhaust injectors, etc., in addition to lubrication of locomotives by the alemite system, was unquestionably recognized by both parties as coming within the scope of the machinist helpers' schedule of work, the same then being performed by machinist helpers at Florence, S. C. and other points on the Atlantic Coast Line System.

The above stated work continued to be regularly performed by machinist helpers until December, 1938, when Master Mechanic W. R. Witherspoon, then recently transferred from High Springs, Florida, to Florence, S. C., discontinued machinist helpers with the exception of alemiting, and assigned shop laborers. During the employes' efforts to have this work properly restored to machinist helpers the master mechanic has, incidentally, extended the use of laborers to cover alemiting of locomotives with grease guns.

The claim of the employes thus precipitated has been denied adjustment up to and including the general superintendent motive power, Mr. F. S. Robbins, who on one occasion claimed no violation of the agreement and lastly contended that the carrier is exempt from responsibility for such violation in that the employes' claim was not initiated according to carrier's interpretation of Rule 19.

POSITION OF EMPLOYES: That all of the work enumerated in the employes' statement of facts is clearly defined and covered in Rule 104, reading:

"Machinists' Helpers

Helpers' work shall consist of helping machinists and apprentices; operating drill presses, plain drilling, bolt threaders not using facing, boring or turning head, or milling apparatus; operating nut tappers and facers, bolt pointing and centering machines; attending tool room;

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.

It is proper for representatives of the employes to take up and progress grievances or violations of the terms of the agreement.

The filling of grease cups, including so-called "alemite," regardless of method or tools used, is machinist helpers' work under the terms of the agreement.

"Machinery oilers" are included in classification of machinist helpers, under the terms of the agreement—Rule 104.

Filling lubricators is not machinist helpers' work under the terms of the agreement.

There is no justification for the claim for punitive rate for the senior machinist helper.

AWARD

The claim is sustained as per above findings. The time claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 1st day of August, 1940.