

Award No. 757

Docket No. 690

2-ACL-MA-'42

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee R. F. Mitchell when award was rendered.

PARTIES TO DISPUTE:

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

ATLANTIC COAST LINE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That the working agreements between the parties in dispute dated December 1, 1935, July 1, 1938 and November 11, 1940, have been continuously violated since July of the year 1937, by reason of carrier gradually diverting from its mechanical department to its reclamation plant, located at Savannah, Georgia, the repair and maintenance of equipment, as follows: Locomotive valves—globe and angle—ranging in size from $\frac{1}{4}$ " to 2", journal jacks, engine jacks, step and ratchet jacks and triple valves.

That the repair and maintenance of all such diverted equipment is properly covered under the aforesaid mechanical agreements and should therefore be restored to the mechanical department and performed according to the terms of mechanical agreements and subsequent understandings reached thereon.

EMPLOYEES' STATEMENT OF FACTS: Savannah, Georgia, is the dividing point of the Atlantic Coast Line System into two Divisions, namely, Northern and Southern. Carrier's reclamation plant at Savannah is under the supervision of Mr. F. H. Fechtig, purchasing agent for stores department, with offices in Wilmington, N. C. Employes employed at the reclamation plant are classed as handymen, assistant handymen, and laborers, receiving 47¢, 42¢ and 36¢ per hour respectively. Some two or three employes, who perform welding, receive an advanced rate of 57¢ and 65¢ per hour. None of these employes belong to a labor organization nor are they covered by any agreement. Until carrier initiated a gradual transfer of the work involved herein, the reclamation plant had received for reclaiming, through scrapping and repair, such track tools as picks, shovels, pitch forks, grass hooks, cant hooks, grubbing hoes, pinch bars, spike pullers, wheel-barrows; also stoves, switch stands and lights, lanterns, switch points, frogs, and crossovers. All such items continue to be handled through the reclamation plant.

The rebuilding and maintenance of station trucks, freight handlers' trucks, etc., provide considerable of the work that is performed at reclamation plant.

The reclamation plant commenced to receive globe and angle valves about July in the year of 1937, followed by a constant transfer of jacks and, lastly, triple valves in January, 1939. All of this equipment is received through the stores department, dismantled and overhauled by replacement of mostly new parts, including any necessary machining of parts used, then sent back to the

III, of the agreement, shows claims or grievances that are excepted from the terms of the agreement effective November 11, 1940, that were pending and not adjusted. Appendix III as Exhibit B.

Carrier contends the agreement between the Atlantic Coast Line Railroad Company and employes of the mechanical department covers work in the mechanical department as negotiated, and there has been no violation; therefore, respectfully requests the National Railroad Adjustment Board to dismiss this claim.

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.

This Board on numerous occasions has held that it is proper for representatives of the employes to take up and progress grievances for violations of the terms of the agreement. See Awards 460, 500, 502. The carrier does not have a right to remove part of the work covered by the current agreement. If it did have, the carrier could destroy the contract. However, as to whether the carrier did remove work covered by the contract is a disputed fact question. There is not sufficient evidence in this record to ascertain the facts and this dispute will be remanded to the parties for a joint check of the actual work performed at the reclamation plant. If the parties cannot jointly agree to the submission of their findings to this Board, they may do so separately, not later than May 20, 1942, and the right is reserved to the employes to resubmit this case if they so desire.

AWARD

Claim is remanded to the parties for a joint check as set out in the findings, with the right to resubmit this case if so desired.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 20th day of April, 1942.