

Award No. 1918
Docket No. 1796
2-LT-USWA-CIO-'54

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

PARTIES TO DISPUTE:

THE UNITED STEEL WORKERS OF AMERICA, C.I.O.

THE LAKE TERMINAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: Robert West, R. H. Ott, Machinists.

These claims are for one day's pay at machinists' rates, due to Car Shop man stripping engine No. 1012 at No. 2 Blast Furnace on Saturday, August 1, 1953. The machinists were called, but when they got there the work was performed by a wrecking crew of the Car Shop, who are not supposed to perform machinists' duties.

STATEMENT OF FACTS: On Saturday, August 1, 1953, a car shop man stripped Engine No. 1012 at No. 2 Blast Furnace. On all derailments a machinist is called to perform the work of taking off parts that are damaged or to see if the engine is in condition to be moved.

In the instant case, machinists were called, but when they arrived the work had already been performed by a wrecking crew of the car shop. The work of these employees consists of putting the derailment on the tracks, not to perform the machinists' duties.

The carrier admits that the machinists were called, this being their proper work, but fails to state that the foreman, in calling them out, failed to inform them there was any need for haste. In fact, he told them to eat their lunches before going to the job. He had not investigated the circumstances or he would have known that it was necessary to move the wreckage immediately because of danger of leaking fuel oil. Therefore, when the machinists arrived the work had already been done because of the need for haste.

Since the machinists were available and acted according to their foreman's instructions, and since the company in calling them out admits that this is their proper work, we ask this Honorable Board to rule that under the scope of the agreement, a penalty must be paid.

CARRIER'S STATEMENT OF FACTS: On August 1, 1953, at 10:35 A. M., a car hit the side of engine No. 1012 damaging the main reservoir and various pipes and brackets, causing the engine to lose its lube oil and a large quantity of fuel oil. The wreck force from the car shop was called immediately. When supervision arrived it was decided to remove the damaged main reservoir so that the engine could be moved away from the fire hazard. Claimants, both of whom are mechanics, were called to remove the damaged main reservoir; but it was their lunch time and their foreman told them to eat first. While they were eating, Mr. Kennedy, a member of the wreck

The carrier is willing to settle this claim on the basis outlined in paragraph 2 of its position. If not acceptable to the organization, it is respectfully submitted that the claim must be denied under the reasons assigned in paragraph 1 of carrier's position.

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.

On August 1, 1953, at 10:35 A. M., Diesel Locomotive No. 1012 was involved in an accident due to a car hitting it on the side thereby damaging the locomotive to the extent that its main reservoir was torn loose at one end and a number of lube and fuel oil pipes were broken causing the loss of oil at the site of the accident. The wreck force, consisting of carmen, was called immediately. The claimant machinists were called to remove the air reservoir, but due to the lunch period starting at 11:00 A. M. the foreman advised the claimant machinists involved to eat their lunch before going to the damaged engine to remove the reservoir. After eating their lunch the claimant machinists went to the scene of the accident and found that due to the supervision, at the site of the accident, wanting to move the locomotive away from the site of the accident due to the fire hazard the lube oil and Diesel fuel on the ground had created, had the carmen burn off the bolts holding the reservoir so the locomotive could be moved away from the scene of the accident.

If the machinists had responded to the call immediately after being called they would have done the work by working their regular lunch period.

Article III, Section 5, of the current agreement provides that employes required to work during their lunch period shall be paid for the time worked at straight time rate and then allowed thirty minutes to procure lunch without deduction in pay.

AWARD

Claim disposed of by allowing claimants thirty (30) minutes each at the pro rata machinists' rate as provided for in Article III, Section 5 of the current agreement.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of April, 1955.