

Award No. 1989

Docket No. 1862

2-NONE-EW-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 21, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.—(Electrical Workers)**

NEW ORLEANS AND NORTHEASTERN RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the current agreement the Carrier improperly assigned other than its Electrical Workers to perform electrical inspection, adjustment and to make the necessary electrical repairs on Diesel-electric locomotives Nos. 6501 and 2230 at Laurel, Mississippi, on February 8, 1953, and subsequent dates.

2. That accordingly the Carrier be ordered to:
- a) To discontinue using other than its Electrical Workers to perform this work at Laurel, Mississippi.
 - b) Additionally compensate Electrician Leon Schlager for nine (9) hours at the overtime rate in effect for Electricians on February 8, 1953, and for subsequent dates on which like claims were made and filed with the Carrier.
 - c) Additionally compensate Electrician C. R. Tucker for nine (9) hours at the overtime rate in effect on March 8, 1953, and for subsequent like claims.

EMPLOYEES' STATEMENT OF FACTS: On February 8, 1953, Foreman A. L. Adams stationed at Hattiesburg, Mississippi, was sent by the carrier to Laurel, Mississippi, a distance of 28.9 miles, for the purpose of inspecting and making necessary repairs to diesel-electric locomotive No. 6501 and again on March 8, 1953; likewise he or his successors have been sent to this point from Hattiesburg to perform inspections, and adjustments and repairs on the electrical equipment on this and other locomotives at this point on all subsequent dates that it has been necessary to inspect, adjust and make repairs on the locomotive stationed here. No mechanics or foremen are employed at Laurel, Mississippi.

Electricians Leon Schlager and C. R. Tucker, hereinafter referred to as the claimants, both hold seniority as electricians at Meridian, Mississippi, the closest shop point to Laurel, Mississippi, at which electricians are em-

rules, has ample justification for making a denial award for this one reason if for no other.

CONCLUSION

Carrier respectfully submits that:

(a) Carrier has **not** agreed to restrict itself to the extent of conferring upon electricians monopolistic rights to performance of the work of making the monthly locomotive unit inspection and repair work of diesel-electric locomotives assigned at Laurel, Mississippi.

(b) Rule 31 of the effective agreement provides in clear and unambiguous language that other than mechanics or apprentices may perform mechanics' work at small points where minor or emergency jobs are required. Laurel is such a point.

(c) Rule 31 of the effective agreement spells out that carrier may require foremen to perform mechanics' work at points where no mechanics are employed. Laurel is such a point. No electricians have ever been employed there.

(d) Rule 31 recognizes that foremen and assistant foremen may perform mechanics' work at points where they are in charge of small forces and their time is not fully occupied in performing supervisory duties. Laurel is such a point. The foreman is in charge of a small force at that point (one carman and a relief carman who works at Laurel and Hattiesburg) and his time is not fully occupied in supervisory duties.

(e) The work of making the monthly locomotive unit inspection and repair report of diesel-electric locomotive units at Laurel is **not** "properly" recognized as electricians' work within the meaning of the agreement.

(f) Claim is nothing more than an effort by the Brotherhood to obtain a new rule by Board award.

(g) The Brotherhood recognizes that when foremen make the monthly locomotive unit inspection and repair report of diesel-electric locomotives at Hattiesburg and other points, there is no violation of the agreement.

(h) Claim being without merit and unsupported by the effective agreement should be denied.

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 claim is before the Division because a Mechanical Department Foreman was used to make the monthly inspection of the diesel-electric locomotive at Laurel, Mississippi.

The Foreman, who performed the work in question, was **employed** at both Laurel, Mississippi and Hattiesburg, Mississippi. He was stationed at Hattiesburg, Mississippi.

No electrical workers were employed at Laurel.

In our opinion, Rule 31 is the controlling rule of the effective agreement. Rule 31 is a general rule, insofar as it is intended to cover all the special crafts which, as a group, are referred to as "mechanics." In applying the rule to electrical workers, with which the instant case is concerned, we must conclude that the last paragraph of Rule 31 exempts a foreman under the facts of this case.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 6th day of October, 1955.