

Award No. 2890
Docket No. 2076
2-L&N-MA-'58

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Harry Abrahams when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 91, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Machinist)**

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement other than a Machinist was improperly used to perform work in connection with broken studs that hold rocker arm assembly in place and stuck injector on Diesel Locomotive 500 at Mount Vernon, Illinois and enroute to the Howell, Indiana Roundhouse on March 6, 1954.

2. That accordingly the Carrier be ordered to additionally compensate Machinist R. J. Wolf in the amount he would have earned if he was properly assigned to perform this work on March 6, 1954.

EMPLOYEES' STATEMENT OF FACTS: On March 6, 1954, diesel locomotive No. 500, while working at Mount Vernon, Illinois failed to respond to the throttle and the engineer called the Howell, Indiana Shops, 85 miles distant, for assistance. The officer in charge sent an electrician to work on the diesel.

When he arrived at Mount Vernon, Illinois he found that the trouble was not in the electrical system. The engine was then inspected completely for any mechanical trouble. The upper deck covers over the fuel injectors was removed, each of sixteen injectors were tried and it was found that one or more of the injectors was sticking. Further inspection showed that there was a tight lay shaft, the governor was not operating, and the bolts to rocker arm assembly bracket to cylinder No. 15 were broken off.

This dispute has been handled with each carrier official, including the highest designated officer, without securing a satisfactory settlement.

The agreement of September 1, 1943, as amended, and a letter agreement interpreting Rule 11 thereof, dated April 18, 1946, is controlling in this dispute.

In view of the foregoing there is no justification in the claim of the employes and it should, therefore, 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.

Engineer Gilbee on Diesel engine 500 was unable to operate the engine throttle at Mount Vernon, Illinois. He so notified Roundhouse Foreman Flannigan at Howell, Indiana, a distance of 86 miles.

The Roundhouse Foreman dispatched Electrician J. D. Bunch to Mount Vernon as he was of the opinion, based on his conversation with the Engineer, that the difficulty involved was occasioned by defective electrical mechanism since from his experience in the maintenance and repair of Diesel locomotives, about 90% of throttle failures were due to electrical trouble.

Electrician Bunch upon arrival at Mount Vernon, Illinois, found that the trouble involved was not electrical and he so reported to the said Roundhouse Foreman. The Roundhouse Foreman thereupon instructed Electrician Bunch to assist the engine crew to bring the train into the Shop at Howell, Indiana, by manually operating the throttle.

The said Electrician was sent to Mount Vernon, Illinois, by the Roundhouse Foreman on the basis that electrical work would be necessary and that the work of a Machinist would not be necessary.

In inspecting the electrical controls and parts of the said engine and in assisting the engine crew by manually operating the throttle, Electrician Bunch was not performing the exclusive work of a Machinist. In any event, Rule 30 (a) which reads as follows was complied with:

“30 (a) None but mechanics and apprentices regularly employed as such shall do mechanics work as per special rules of each craft, except foremen at outlying points, as listed below. Where there is not sufficient work to justify a mechanic of each craft, the mechanic, mechanics or foremen employed at such points shall, so far as capable, perform the work of any craft that may be necessary.”

The repairs necessary to the engine were made by Machinists at the Roundhouse in Howell, Indiana.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 30th day of June, 1958.

LABOR MEMBERS DISSENT IN AWARD NO. 2890

The majority choose to ignore Rule No. 55, Machinists' Classification of Work Rule and Rule No. 143 of the current agreement, and when the carrier sends other than a machinist to do machinists' work, it violates the current agreement.

The current agreement recognizes and preserves the rules, rates of pay and working conditions governing the employment of machinists and stands as a protest against the erroneousess of Award No. 2890.

/s/ James B. Zink

/s/ R. W. Blake

/s/ Charles E. Goodlin

/s/ T. E. Losey

/s/ Edward W. Wiesner