

Award No. 2967  
Docket No. 2198  
2-NC&StL-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.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 83, RAILWAY EMPLOYEES'  
DEPARTMENT, AFL (Machinists)**

**THE NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY**

**DISPUTE: CLAIM OF EMPLOYEES:**

1. That under the current agreement the Carrier improperly assigned other than Machinists to perform Machinists' work at its Craven Shops, Chattanooga, Tennessee.

2. That accordingly the Carrier be ordered to discontinue using other than Machinists to perform Machinists' work, and compensate Machinists B. L. Cox for two (2) hours and forty (40) minutes at the overtime rate for January 11, 1954, and C. O. Smith for two (2) hours and forty (40) minutes at the overtime rate for January 12 and 20, 1954, and for all subsequent violations until Carrier discontinues using other than Machinists to perform Machinists' work.

**EMPLOYEES' STATEMENT OF FACTS:** Machinists Cox and Smith, hereinafter referred to as the claimants, are employed by the carrier at Chattanooga, Tennessee, Craven Shops. Machinist Walkup is employed Monday through Friday 8:00 A.M. to 4:30 P.M. with rest days Saturday and Sunday. Machinist Cox is employed Tuesday through Saturday 9:30 P.M. to 6:30 A.M., with rest days Sunday and Monday. Machinist Smith is employed on relief shift, Friday, Saturday and Sunday, 8:00 A.M. to 4:30 P.M., Sunday and Monday 9:30 P.M. to 6:30 A.M., with rest days Wednesday and Thursday. On January 11 and 12 and 20, 1954, Electrician Foutch was assigned to perform machinists' work while machinists were employed on same shift, on diesel engine No. 24.

The agreement effective December 30, 1944, as subsequently amended, is controlling.

**POSITION OF EMPLOYEES:** It is submitted that the action of the carrier in assigning others than machinists to perform machinists' work is

As the circumstances in the Hills Park 1941 claims were not the same as those involved at Cravens Shops on the dates here involved, the settlement made in the Hills Park claims does not support the employees' position in the instant claims, but, on the contrary, supports carrier's interpretation of the rule.

The provisions of the third paragraph of Rule 26, in effect on the dates for which claims are made, modified the rights of mechanics of the respective crafts to the performance of work included in the classification of work rules of the respective crafts, to the extent of permitting mechanics employed at points, other than Nashville, where there was not sufficient work on any shift to justify employing a mechanic of each craft, to perform the work of any craft that may be necessary.

As previously stated, there was not sufficient work of the respective crafts at Cravens on the dates here involved to warrant employing a mechanic of each craft.

It is therefore carrier's position that the provisions of the rule which provide:

"the mechanic or mechanics employed at such points will so far as capable, perform the work of any craft that may be necessary . . ."

support the handling given.

It is obvious from the foregoing:

(1) There has been no improper assignment of others than machinists to perform machinists' work.

(2) That in view of the provisions of the third paragraph of Rule 26 and the interpretative practice followed, there is no contractual basis for the Board to order the carrier to discontinue using others than machinists to perform machinists' work.

In view of the foregoing there is no contractual basis for the employees' claims and same should be denied.

As to (3) the employees' request that claimants be compensated for two hours and forty minutes at overtime rate. Subject to and without waiving its foregoing contentions, carrier submits it has been held by this and other Divisions of the N.R.A.B., when some employe, other than a claimant, has performed at a pro rata rate work properly belonging to claimant at an overtime rate, the pro rata is sufficient to make whole the claimant. See Second Division Award 1601.

**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.

