

Award No. 3014

Docket No. 2619

2-L&N-MA-'58

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee D. Emmett Ferguson when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 91, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Machinists)**

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

That according to the agreement others than Machinists were improperly assigned to remove and replace the traction motor blower on Diesel 604, Radnor, Tennessee, December 1, 1955.

That accordingly the Carrier be ordered to additionally compensate three Machinists each 8 hours punitive pay for December 1, 1955.

EMPLOYES' STATEMENT OF FACTS: Diesel 604 was shopped at Radnor, Tennessee, December 1, 1955 for repairs to a traction motor blower.

Three electricians removed the entire traction motor blower housing from the engine, dismantled it, removed and replaced the fan on the shaft, assembled the blower housing and installed it on the engine.

The work of removing and applying the traction motor blower of Diesel 604 was the first such work ever performed at this shop, and to do the work involved the tools were borrowed from the NC&St.L., shops nearby.

The 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, is controlling in the dispute.

POSITION OF EMPLOYES: It is submitted that the assignment of electricians to remove, dismantle, repair, assemble and install the traction motor blower of Diesel 604 unjustly deprived the claimants of the benefits they were entitled to, and the officer in charge failed to comply with the agreement provisions that are applicable to such conditions as here involved, particularly Rules 30 and 55:

which is being performed by another. On October 31, 1949, the general chairmen of the electricians and machinists submitted a letter to the management in which they advised that they would not request management to take work away from one class and give it to another. The carrier has made an honest effort to get representatives of the machinists and electricians together in an attempt to arrive at some understanding in the settlement of claims of the foregoing nature. To date it has been unable to do so.

In this particular instance the officer in charge at Radnor, Tennessee, felt that inasmuch as electricians had performed work of a similar nature on steam locomotives, it was proper to assign the work in dispute to electricians. In these circumstances, we feel there has been no violation of the agreement and the claim should be declined. The work in question is not spelled out in Rule 55 of the current agreement.

Another reason for denying the claim is that it has not been filed on behalf of any employe as provided in time limit rule of August 21, 1954, adopted by this carrier on May 20, 1955, which provides in part:

"1(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

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 docket discloses that on claimed date electricians were assigned by the carrier to remove, dismantle and repair a traction motor blower housing with fan. The brotherhood urges that Rules 30 and 55 were violated by this action, with which conclusion this Division agrees. However, we note a slight factual dispute in one particular.

The organization says "three electricians removed," etc, but does not show that they each worked eight hours. The carrier says "Electricians were assigned" etc, but does not say how many men or how long they worked.

The claim hereof is for eight hours punitive pay for three machinists to be designated later. We are of the opinion that the claim should be allowed

at straight time rate only for the number of men and for the number of hours actually worked by the electricians, to be paid to the proper machinists entitled thereto, which can be determined by the parties upon check.

AWARD

Claim sustained as per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 25th day of November, 1958.