

Award No. 4651
Docket No. 4626
2-AJT-MA-'65

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Howard A. Johnson when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 110, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.-C. I. O. (Machinists)

ATLANTA JOINT TERMINALS

DISPUTE: CLAIM OF EMPLOYEES: 1. That the Carrier violated the controlling agreement on October 23, 1961, when it assigned a Coppersmith and an Electrician to perform work coming under the Machinists Classification of Work Rules, on Locomotives 676 and 678.

2. That accordingly, the Carrier be ordered to compensate Machinist Franz Leake for eight (8) hours at the overtime rate of pay and Machinist F. R. Taylor for four (4) hours at the overtime rate of pay.

EMPLOYEES' STATEMENT OF FACTS: On October 23, 1961, the Atlanta Joint Terminals, hereinafter referred to as the carrier, assigned a coppersmith who comes under the sheet metal workers classification, who is represented by the Sheet Metal Workers International Association, and an electrician who is represented by the International Brotherhood of Electrical Workers, to assist Machinist R. L. Gresham, who is assigned on the second shift at the Atlanta Joint Terminals to perform the following work: removed engine cylinder head, piston, rod and cylinder liner; applied engine cylinder liner, piston and rod on diesel locomotive 678. In addition, the coppersmith assisted Machinist Gresham in handling maintenance work on diesel locomotive 676, which work included: renewing Michiana lub oil filter, examining packing and adding oil to the journal boxes, crater compound added to traction motor ring gear and pinions, oil added to motor support bearings and the renewal of two (2) brake shoes, in which Machinist Gresham inspected this Locomotive and signed Interstate Commerce Commission Federal Form 1A and Company Form No. 364 for monthly inspection. Subsequently, claim was filed in behalf of Machinists Franz Leake and F. R. Taylor, hereinafter referred to as the claimants, who were off-duty machinists employed at the Atlanta Joint Terminals, for the twelve hours (12) at the overtime rate of pay.

This dispute has been handled with all officers of the carrier designated to handle such matters, including the highest designated officer of the carrier, all of whom have failed to make satisfactory adjustment.

The agreement of August 15, 1944, as subsequently amended with the

the special understanding prevails. For the reasons outlined above, carrier respectfully requests that this claim 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.

Parties to said dispute waived right of appearance at hearing thereon.

Two issues are presented by the record. First, the Carrier has asserted:

"that there being no machinist helper assigned at Atlanta, it was entirely proper to direct Coppersmith Nunnally and Electrician Bennett to assist Machinist in line with (1) of the Agreement of 1944."

The special agreement is shown hereinafter:

The "Memorandum of Agreement between the Atlanta Joint Terminals and its Shop Crafts represented by System Federation No. 110, Railway Employees' Department—A. F. of L., August 12, 1944."

Article (1) reads:

"It is agreed and understood that on any shift where there is not sufficient work to justify employing a mechanic or helper of each craft, the mechanic or mechanics will, as far as capable, perform the work of any craft that may be necessary."

It is the contention of the carrier that since a machinist helper is no longer employed on the second shift, members of other crafts may properly be directed to perform machinist helpers' duties.

In our Award 3934, involving this same carrier, we held that it was not required to retain helpers' positions when there was not sufficient work available to justify employing a helper, and that the duties of the latter could be performed by mechanics of the same class. Therefore, in accordance with our previous ruling, we must find that as long as a machinist is employed on a shift he is entitled to all work belonging to his craft.

The second issue is the question whether the Carrier's action in assigning other than machinists to perform machinists' work, under the facts and circumstances presented in the record, violated Rules 43 and 22 and Article 1 of the controlling agreements. We hold that the carrier did violate the agreement rules cited.

While it may be more convenient for the carrier to have the work performed by other than a machinist, the record shows that this work belongs to the machinist craft, and as long as a machinist is regularly assigned to the second shift and is available, machinist work should not be assigned to employes of another craft.

The Carrier may properly proceed to have essential work performed with dispatch; however it erred in using others to do machinist work when a machinist was on duty or available.

For machinists, if available, should be given the work belonging to their craft, even if, as we held in our Award 1269, it becomes necessary for the Carrier to work on an overtime basis an available machinist assigned to another shift.

AWARD

Part 1. Sustained.

Part 2. Sustained at the pro rata rate of pay.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: William B. Jones
Chairman

E. J. McDermott
Vice-Chairman

Dated at Chicago, Illinois, this 19th day of February, 1965.