



**Award No. 5015**

**Docket No. 4834**

**2-L&N-EW-'67**

**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.

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**PARTIES TO DISPUTE:**

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

**LOUISVILLE AND NASHVILLE RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:**

(1) That the current agreements were violated on January 27, 28 and 29, 1964 when the Carrier, by arbitrary and unilateral action, assigned an electrician and an apprentice whose seniority district is confined to the South Louisville Shops' seniority district to perform work at the Freight Warehouse located adjacent to, and always considered a part of the seniority district of the electricians on the Union Passenger Station roster by virtue of their having exclusively performed such work since 1935.

(2) That accordingly, the Carrier be ordered to additionally compensate the electricians on the Union Passenger Station Miscellaneous Overtime Board as follows: S. S. Rosenberg, ten hours and forty minutes; C. E. Doll, M. Whitlock and V. Simpson, eight hours each; and J. W. Lewter, two hours and forty minutes, all at the time and one-half rate of electrician' pay.

**EMPLOYEES' STATEMENT OF FACTS:** The Louisville and Nashville Railroad, hereinafter referred to as the carrier, maintains a large repair shop at Louisville, Kentucky, known as the South Louisville Shops. Several miles away the carrier also maintains a passenger station known as Union Passenger Station with adjacent facilities such as the Joint Coach Yard, Freight Houses, etc. Being separate and distinct seniority districts, the electrical workers holding seniority on the Union Passenger Station roster have never been used to perform work at the South Louisville Shops and likewise, electrical workers holding seniority on the South Louisville Shops roster have never been used to perform work within the jurisdiction of the Union Passenger Station except at Kentucky Derby time each year when we agree to send electricians from the South Louisville Shops to help the electricians at the Union Passenger Station for this one emergency. In so doing, the electricians at the Union Passenger Station are allowed to work all the overtime they desire in taking care of the emergency.

connection please see Third Division Award 13237. In further support of its position, carrier calls attention to Second Division Awards 3305 and 4498, and Third Division Awards 615, 10080, 10680, and 10762.

The organization, being the proponent, not only has the burden of establishing the true facts, but of proving that the claim which it attempts to assert is supported by the agreement on which it relies.

Carrier submits that it has shown there is no basis for the claim and, therefore, respectfully requests that it 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 were given due notice of hearing thereon.

The claim is that the Carrier violated the Agreement by assigning an electrician and an apprentice from the South Louisville Shops to perform work in a leased-out portion of "the Freight Warehouse located adjacent to, and always considered a part of the seniority district of the electricians on the Union Passenger Station roster by virtue of their having exclusively performed such work since 1935".

The Carrier admits that electricians on the Union Passenger Station roster performed work there, but denies that it has been exclusively performed by them. There is no substantial evidence to sustain the Employees' contention; on the contrary, the record shows that electricians from other seniority districts have worked there, and the Employees admit that electricians from the South Louisville Shops have done so during the Derby time rush.

The Employees say:

"The Carrier is most inconsistent when it contends that the Freight House in question is not within the Union Passenger Station seniority district, although it is only a few hundred feet from the actual depot, because the agreement does not mention freight houses; \* \* \*."

Yet in their rebuttal they say:

"\* \* \* Oak Street Yard which is a good one-half mile south, and East Louisville Freight Yards, Baxter Avenue Station and East Water Street Freight House, all of which are at least a couple of miles north and east of the Union Passenger Station, have also always been maintained and therefore considered as a part of the Union Station seniority district.

\* \* \* \* \*

As stated before, distance is of little effect and it has been shown that two buildings may join and be in separate seniority districts, or two buildings may be several miles apart and be in the same seniority district."

Rule 29 (b) of the Agreement provides that at Louisville separate seniority rosters for electricians will be maintained at (1) South Louisville Shops, (2) South Louisville Roundhouse and (3) Union Passenger Station; but nothing in the Agreement sets seniority district limits, and the record indicates that there have been none, as shown by the Employes' statement that electricians from the Union Passenger Station have worked at Oak Street Yard at least a half miles south, and at East Louisville Freight Yards, Baxter Avenue Station and East Water Street Freight House, all of which are at least two miles north and east of the Union Passenger Station; and as shown by the further fact that although not provided for in the Agreement a separate roster is kept of electricians in the General Office Building with which the Freight Warehouse is connected, and that those electricians have performed electrical work in those parts of the Freight Warehouse now used as the Employment Office and Stationery Department.

The Union Passenger Station is on one side of the right-of-way, and on the other side, separated from the Station by eight railroad tracks, automobile parking areas three car-lengths wide, and road areas equal to two or three streets, are the General Office Building, and the old Freight House, which as above noted is connected to it and partly used as an Employment Office and Stationery Department. The old Freight House also contains the local freight office and the space rented to the Kohler-Spaulding Company, where the work in question here was performed.

As noted above, the Agreement sets no boundaries for the three seniority districts, which it established at Louisville, or for the fourth roster in the General Office Building. The record of work performed by the four groups of electricians at Louisville indicates that each has exclusive rights to the work at its own point, but that any of them perform work elsewhere. This is indicated by a Memorandum of Understanding effective October 1, 1956, which provides that Mechanical Department electricians "will maintain all electrical equipment in shops, roundhouses, passenger and freight stations at points where electricians are employed.", but does not indicate that "at points where electricians are employed" those from either shops, roundhouses or passenger stations have exclusive jurisdiction over freight stations. These circumstances, and the fact that there is also an electricians' roster in the seven-story General Office Building, which has expanded its operations into and has been connected with the old Freight House, indicates that neither group of electricians has exclusive rights to work in the old Freight Warehouse.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy  
Executive Secretary

Dated at Chicago, Illinois, this 18th day of January, 1967.

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