REVISED

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 6608
Docket No. 6410
2-N&W-MA-'73

The Second Division consisted of the regular members and in addition Referee Edmund W. Schedler, Jr. when award was rendered.

Parties to Dispute: (International Association of Machinists and Aerospace Workers
(Norfolk and Western Railway Company

Dispute: Claim of Employes:

1. That the Norfolk and Western Railway Company, violated the controlling Agreement when it improperly assigned M. of W. employes to make general repairs on roadway machinery at the Mullens Shop, Mullens, West Virginia.

2. That accordingly, the Carrier be ordered to additionally compensate the Machinists listed below in the amount of twenty-four (24) hours pay for each day, March 1, 2, 3, 4, 8, 9, 10, 11 and 12, 1971, and for each day thereafter that violation continues, total hours to be divided equally among the following Claimants:

E. M. Collins	J. V. Musser	W. A. Scott
A. Ficeli	O. L. Huffman	I. D. Rice
C. C. Titta	J. L. Titta	S. W. Titta

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.

The Organization contended the Carrier violated its Agreement when the Carrier assigned the general repairs of roadway machinery to the Maintenance of Way (M. of W.) employes at the Mullens Shop in Mullens, West Virginia.

The Carrier contended the claim was not timely handled in accordance with the provisions of the current agreement and the claim was barred from further consideration by the Board. This Board will dispose of the question of procedural defects to this claim. The evidence disclosed that employe's Chairman C. C. Titta wrote the Carrier on January 7, 1970 complaining, inter alia:

> Please accept this letter as a protest of action of management in assigning roadway maintainer, W. R. Albert, to perform the repair and overhauling of roadway machinery at Mullens Shop.

The claim was denied on March 5, 1970 (Carrier Exhibit B) and the essence of the denial letter was that

1. M. of W. employees were moved into unused space in the generator and powerhouse building.

2. The use of this space was not in violation of Rule 30(a) and 52 of the Agreement.

3. The complaint was denied because it was not supported by the current rules and it was not supported presented in accordance with the rules of the Agreement.

It appears to this Board that Titta's letter of January 7, 1970 was not a time claim. Foreman Hearn apparently considered Titta's letter a protest over where M. of W. employees were working rather than what work they were assigned to do because Hearn replies "Concerning your protest regarding the M. of W. Department using the powerhouse and generator room." The evidence disclosed the matter had been discussed (page 3 of Employee's Rebuttal, page 115 of file) and the ruling that Titta's January 7 letter was not a time claim follows because the best evidence is that the parties did not consider it a time claim when the letter was written.

A letter was written by C. C. Titta on April 20, 1971 in which he made a time claim for 9 specified employees because M. of W. employees were performing the work of the Machinist Craft at Mullens Shop. The fourth paragraph of Titta's letter stated (sic):

> The generator room at Mullens Shop was remodeled concrete floor was poured, pit installed and I beam installed overhead for lifting purposes to perform general repairs on roadway machinery by the above mentioned employees of Maintenance of Way Department. General repairs have been made to the following roadway machinery at Mullens Shop as of this date Michigan Crane, Front End Loader and Track Lining Machine.

It appears to this Referee that a substantial change had occurred in the facilities at the Mullens Shop - these changes include a new concrete floor, a pit installed to work under roadway equipment, and an I beam installed for lifting purposes. The Carrier's evidence did not show that similar facilities were previously available to the M. of W. employees and the lack of such evidence would strongly indicate that the scope of work to be performed within the Mullens Shop had changed. Under circumstances where the shop facilities are substantially altered after a protest or grievance has been dropped, the employees are entitled to timely file another grievance to seek a remedy created by the new circumstances. In the opinion of the majority of this Board that the addition of the beforementioned modifications created an entirely new circumstances between March 5, 1970 and April 20, 1971; therefore the employees were entitled to file a grievance to challenge the new circumstances.

The Carrier contended that estoppel is in evidence and invoked the defense of laches. The Carrier contended the Employees were slow in filing their grievance, that M. of W. employees were working on the machines in question in late 1969. The Organization replied that the modification of shop facilities were not completed until March 1971, that in March 1971 the work in dispute began, and the claim was filed on April 20, 1971. Further, the Organization contended the shop in question, although it was in the Carrier's yard area, was 2 miles away from the Claimant's work area, that the Claimant's were not allowed to see what work was being done the M. of W. shop, and the old M. of W. shop did not have facilities to do heavy repairs. It appears to this Board that the employees were not slothful in filing their claim, that the employees filed their claim as soon as they were aware new facilities had been installed, and in the opinion of this Board the claim was timely filed and procedurally correct.

The Carrier contended the Brotherhood of Maintenance of Way Employees have rights which will be affected by any award rendered herein and the Maintenance of Way Employees must be provided with a third party notice. This Board agrees. On page 111 of the file there is a copy of a 'certified mail-return receipt requested" letter dated December 6, 1972 to Mr. H. C. Crotty, President of the Brotherhood of Maintenance of Way Employees from Mr. E. A. Killeen, Executive Secretary of the 2nd Division of the National Railroad Adjustment Board. The letter speaks for itself; however in the opinion of this Board the Maintenance of Way Employees have been properly notified of this action. There was nothing in the file to show the M. of W. responded to this notice and it is the conclusion of this Board that the M. of W. organization did not have sufficient interest in this dispute to respond to the Mr. Killeen's letter.

The employees cited rule 30(f) and rule 52 as the basis for their complaint. Rule 30 (f) is a small part of rule 30 and, furthermore, rule 30 (f) must be interpreted within the context of rule 30. Rules 30 and 52 stated:

MECHANICS' WORK

Rule No. 30

(a) None but mechanics or apprentices regularly employed as such shall do mechanics' work, except that helpers may assist mechanics and apprentices in performing their work, as per special rules of each craft.

(b) This rule does not prohibit foremen in the exercise of their duties to perform work.

(c) At points where there is not sufficient work to justify employing a mechanic of each craft, then mechanic or mechanics employed at such points, will, so far as capable, perform the work of any craft that may be necessary. If more than one mechanic is employed on any shift there will be, depending on the work to be done, an equitable division as between the crafts.

(d) This rule shall not apply to foremen at points where no mechanics are employed.

(e) On running repairs, machinists and boilermakers may connect or disconnect any wiring, coupling or pipe connections necessary to make repairs are necessary to the jackets or pipes in question.

On running repairs, other mechanics than sheet metal workers may remove and replace jackets, and connect and disconnect pipes where no repairs are necessary to the jackets or pipes in question.

(f) The respective classification of work rules in the special rules of each craft shall not be construed to prevent engineers, firemen and cranemen of steam shovels, ditchers, clam shell, wrecking outfits, pile drivers and other similar equipment requiring repairs while in their charge from making any repairs to such equipment as they are qualified to perform. When general repairs are made, they will be performed by the craft to which such work belongs as per special rules of each craft.

CLASSIFICATION OF WORK

Rule No. 52

Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting; milling and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by steam or other power), pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery, scale building, shafting and other shop machinery, ratchet and other skilled drilling and reaming; tool and die making, tool grinding and machine grinding, axle truing, axle, wheel and tire turning and boring; engine inspecting;

air equipment, lubricator and injector work; removing, replacing, grinding bolting and breaking of all joints in superheaters; exyacetylene, thermit and electric welding on work generally recognized as machinists' work; the operation of all machines used in such work, including drill presses and bolt threaders using a facing, boring or turning head or millint apparatus; and all other work generally recognized as machinists' work.

Items IV, V, VI, VII, VIII, IX, X, XI, and XII on page 5 of the Carriers submission (page 54 of Referee's file) are items that relate to the merits of this dispute.

In support of their contention that no rule supported the employee's claim, the Carrier cited awards 3rd Division Awards 1609 and 4086. The Referee has read these awards and these awards are distinguishable from the instant grievance. In award 1609, where the employees objected to pay on a "tonnage basis," the Board ruled that the "tonnage rate" had been in effect at Reading Transfer platform for 15 years, that whether or not the Organization knew about it was immaterial, that if the Organization wanted the practice abolished the practice should be the subject of negotiation and agreement, and that the Board cannot alter or reform the Agreement. In award 4086 the Employees cited no rule and the Board failed to find any rule which by inference prohibited the Company from following the practices described.

In the instant dispute Rule 30 has the opening statement:

> (a) None but mechanics or apprentices regular employed as such shall do mechanics' work....

and there are additional provisions of Rule 30 that form a list of exceptions to the opening statement. The onus probandi is on the Organization to show the work in dispute is exclusively the Claimants work. Arguments and assertions are insufficient proof. The Organization made a broad allegation and stated that Machinists in the Princeton Shop, located 30 miles away from Mullens, had performed work on roadway equipment, but there was nothing in the Organization's submission that specifically described the work in dispute. Under IV of the Carrier's submission (page 64 of the file, page 15 of the Carrier's submission) the Carrier replied that the claim was "vague in that it does not indicate specifically what work they believe was performed by another department, which should have been performed by Machinists." On page 1 of the Organization's rebuttal (page 113 of the file) the Organization advances as proof of the contract violation that "the changes and improvements made at the generator room at Mullens Shop, and with these improvements, it was possible for the M. of W. employes to perform general repairs as described in Rule 30 (f)." In the opinion of the majority of this Board, this does not prove that there has been a violation of Rule 30.

At a continuation of the panel discussion the Carrier agreed that Machinists and other crafts repair roadway equipment at the Princeton Shop. The Carrier pointed out that roadway maintenance work extended for many miles alongside the Carrier's tracks. M. of W. employes worked on and along the Carrier's trackage

using roadway equipment and there were various small shops similar to the Mullens Shop where M. of W. roadway equipment was serviced and maintained by M. of W. employees. The Carrier pointed out that periodically the roadway equipment went to larger shops, such as the Princeton Shop, equipped with extensive repair facilities and employing craftsmen of many crafts for major repairs and overhauling of the Carriers equipment which included roadway maintenance equipment. The Carrier pointed out that the character of the work at Mullens Shop was minor repairs and maintenance and was substantially different from the work performed at Princeton.

The Organization contended the employes were threatened with an investigation and not permitted to visit the Mullens Shop to conduct their own investigation. The Board notes that there was nothing in the employes' submission to show that the Organization complained of such action by the Carrier. Further, the Board notes that the Organization requested certain information on machines repaired and the hours charged on each; and the Carrier did furnish a list of equipment in the shop in 1970 and 1971 (page 41 of the file); but the Carrier stated they did not have an accurate record of the hours and dates spent in repairing such machinery. It appears to this Board that the Carrier was reasonably cooperative in furnishing information; the Organization was responsible for developing their facts more fully and they did not do this.

We find there was no proof in the record to show that M. of W. Employes performed work that was contractually the work of the Machinists.

A W A R D

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By: Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 10th day of December, 1973.

LABOR MEMBERS' DISSENT TO AWARD NO. 6608,
DOCKET NO. 6410

The Labor Members are constrained to dissent to Award No. 6608 for reasons which we contend culminated in the Referee and Carrier Members voting in concert, causing gross error and mischief to the claimants, as well as the processes of arbitration under the letter and spirit of the Railway Labor Act.

In order for us to lay bare these questionable procedures, which appear to be the basis for the instant erroneous award, we must put forth the following chronology of this episode as it developed during referee handling.

On July 23, 1973, Docket No. 6410 was argued in panel discussion with Referee Edmond W. Schedler and on September 28, 1973 a proposed sustaining award was distributed to all Members of the Second Division, National Railroad Adjustment Board, which reads:

"Form 1

Award No.
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2-N&W-MA-'73

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SECOND DIVISION

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2. That accordingly, the Carrier be ordered to additionally compensate the Machinists listed below in the amount of twenty-four (24) hours pay for each day, March 1, 2, 3, 4, 8, 9, 10, 11 and 12, 1971, and for each day thereafter that violation continues, total hours to be divided equally among the following Claimants:

E. M. Collins	J. V. Musser	W. A. Scott
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C. C. Titta	J. L. Titta	S. W. Titta

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.

The Organization contended the Carrier violated its Agreement when the Carrier assigned the general repairs of roadway machinery to the Maintenance of Way (M. of W.) employes at the Mullens Shop in Mullens, West Virginia.

The Carrier contended the claim was not timely handled in accordance with the provisions of the current agreement and the claim was barred from further consideration by the Board. This Board will dispose of the question of procedural defects to this claim. The evidence disclosed that employe's Chairman C. C. Titta wrote the Carrier on January 7, 1970 complaining, inter alia:

"'Please accept this letter as a protest of action of management in assigning roadway maintainer, W. R. Albert, to perform the repair and overhauling of roadway machinery at Mullens Shop.'

The claim was denied on March 5, 1970 (Carrier Exhibit B) and the essence of the denial letter was that:

1. M. of W. employees were moved into unused space in the generator and powerhouse building.

2. The use of this space was not in violation of Rule 30 (a) and 52 of the Agreement.

3. The complaint was denied because it was not supported by the current rules and it was not supported presented in accordance with the rules of the Agreement.

It appears to this Board that Titta's letter of January 7, 1970 was not a time claim. Foreman Hearn apparently considered Titta's letter a protest over where M. of W. employees were working rather than what work they were assigned to do because Hearn replies 'Concerning your protest regarding the M. of W. Department using the powerhouse and generator room.' The evidence disclosed the matter had been discussed (page 3 of Employee's Rebuttal, page 115 of file) and the ruling that Titta's January 7 letter was not a time claim follows because the best evidence is that the parties did not consider it a time claim when the letter was written.

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"It appears to this Referee that a substantial change had occurred in the facilities at the Mullens Shop - these changes include a new concrete floor, a pit installed to work under roadway equipment, and an I beam installed for lifting purposes. The Carrier's evidence did not show that similar facilities were previously available to the M. of W. employees and the lack of such evidence would be strongly indicate that the scope of work to be performed within the Mullens Shop had changed. Under circumstances where the shop facilities are substantially altered after a protest or grievance has been dropped, the employees are entitled to timely file another grievance to seek a remedy created by the new circumstances. In the opinion of the majority of this Board that the addition of the before-mentioned modifications created an entirely new circumstances between March 5, 1970 and April 20, 1971; therefore the employees were entitled to file a grievance to challenge the new circumstances.

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"1971, that in March 1971 the work in dispute began, and the claim was filed on April 20, 1971. Further, the Organization contended the shop in question, although it was in the Carrier's yard area, was 2 miles away from the Claimant's work area, that the Claimant's were not allowed to see what work was being done in the M. of W. shop, and the old M. of W. shop did not have facilities to do heavy repairs. It appears to this Board that the employees were not slothful in filing their claim, that the employees filed their claim as soon as they were aware new facilities had been installed, and in the opinion of this Board the claim was timely filed and procedurally correct.

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"The employees cited rule 30 (f) and rule 52 as the basis for their complaint. Rule 30 (f) is a small part of rule 30 and, furthermore, rule 30 (f) must be interpreted within the context of rule 30. Rules 30 and 52 stated:

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(e) On running repairs, machinists and boilermakers may connect or disconnect any wiring, coupling or pipe connections necessary to make repairs to machinery or equipment.

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(f) The respective classification of work rules in the special rules of each craft shall not be construed to prevent engineers,

"firemen and cranemen of steam shovels, ditchers, clam shell, wrecking outfits, pile drivers and other similar equipment requiring repairs while in their charge from making any repairs to such equipment as they are qualified to perform. When general repairs are made, they will be performed by the craft to which such work belongs as per special rules of each craft.

CLASSIFICATION OF WORK

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Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting; milling and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by steam or other power), pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery, scale building, shafting and other shop machinery, ratchet and other skilled drilling and reaming; tool and die making, tool grinding and machine grinding, axle truing, axle, wheel and tire turning and boring; engine inspecting; air equipment, lubricator and injector work; removing, replacing, grinding bolting and breaking of all joints in superheaters; oxyacetylene, thermit and electric welding on work generally recognized as machinists' work; the operation of all machines used in such work, including drill presses and bolt threaders using a facing, boring or turning head or milling apparatus; and all other work generally recognized as machinists' work.

"Items IV, V, VI, VII, VIII, IX, X, XI, and XII on page 5 of the Carriers submission (page 54 of Referee's file_ are items that relate to the merits of this dispute.

In support of their contention that no rule supported the employee's claim, the Carrier cited awards 3rd Division Awards 1609 and 4086. The Referee has read these awards and these awards are distinguishable from

"the instant grievance. In award 1609, where the employees objected to pay on a 'tonnage basis,' the Board ruled that the 'tonnage rate' had been in effect at Reading Transfer platform for 15 years, that whether or not the Organization knew about it was immaterial, that if the Organization wanted the practice abolished the practice should be the subject of negotiation and agreement, and that the Board cannot alter or reform the Agreement. In award 4086 the Employees cited no rule and the Board failed to find any rule which by inference prohibited the Company from following the practices described.

In the instant dispute Rule 30 has the opening statement:

> (a) None but mechanics or apprentices regularly employed as such shall do mechanics' work....

and then there are additional parts of Rule 30 that form a list of exceptions to the opening statement. The Carrier's defense to the claim will prevail if the work in dispute falls within the meaning of one of the exceptions. The Carrier contended that the claim is vague in that it does not indicate or specifically state what work is being performed by M. of W. employees. The Claimant's reply that general repairs are to be made by the craft to which such work belongs and on the date the claim was filed the claimants contended that a Michigan Crane, Front End Loader, and Track Lining machine had undergone general repairs. Further, in oral arguments the claimants contended they have not been permitted to go to the M. of W. Shop to see what is going on, their jobs have been placed in jeopardy by threats of an 'investigation' if they go to the M. of W. Shop, and they have observed various pieces of equipment going in and out of the M. of W. Shop.

Further, the Carrier contended that M. of W. equipment repairs were not performed at the Mullens, Princeton, or other Motive Power Shop before or after the railroads merged (Carrier's Exhibit F). The Claimants refuted this statement by submitting a statement signed by 5 machinists at Princeton, West Virginia claiming they performed general re-

"pairs on roadway equipment burrow cranes, wrecking outfits, bulldozers, air compressors, and other similar equipment. The Carrier, on page 2 of Carriers Exhibit H, says among other things:

> Emergency, or running repairs, were and are made in the field; other repairs were made at the Whitehouse shop on the former Virginian prior to merger and afterwards at Elmore. Under N&W management, MW roadway equipment shops at Crewe, Roanoke, Shenandoah, Bluefield, Williamson, Elmore (now Mullens) and Portsmouth have always made repairs to roadway equipment that were required.

In the opinion of this Board the above-written statement does not entirely fall within the exception of rule 30 (f). Rule 30 (f) lists various operators of equipment (engineers, fireman and cranemen of steam shovels,...and other similar equipment) and permits those operators of equipment to make repairs to their equipment as they are qualified to do while the equipment is in their charge. The rule excludes those operators from making general repairs. It is the opinion of this Board that repairs made to M. of W. equipment in the field by the operators or users of such equipment while in the course operating or using such equipment are 'running repairs.' Repairs made within a shop facility to such equipment are more in the meaning of general repairs; the word general means 'of or pertaining to the whole; and in the opinion of the majority of this Board general repairs would be unspecified repairs in any part of the whole machine or apparatus. Specifically, repairs made to roadway equipment by M. of W. employees within the Mullens shop would be 'general repairs', and in the opinion of this Board the carrier has violated Rule 30 of the Agreement.

The employees have requested pay for the hours of work performed by M. of W. employees in the Mullens Shop. It is the award of this Board that the hours of mechanics work performed since, April 20, 1971 by M. of W. employees will be divided equally among the 9 claimants and the claimants will be paid for these hours at their straight time hours rate. The

"hours of mechanics' work performed by M. of W. employees in the Mullens Shop since April 20, 1971 will be determined from Carrier records.

A W A R D

The claim is sustained in accordance with the opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By:_____
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this_____."

The foregoing record shows that from the date of the discussion, July 23, 1973, to the date of the proposed award, was a period of sixty-seven (67) days. However, December 10, 1973, thirty (30) minutes before an adoption session, the Referee had a proposed denial award in Docket No. 6410 distributed to all Members of the Second Division. So it is noted that it took the Referee sixty-seven (67) days to write a proposed sustaining award in Docket No. 6410, then a period of seventy-three (73) days elapsed during which time, apparently some mischief was in progress behind the scenes, then only thirty (30) minutes notice prior to the adoption session that the award had been reversed.

During this hiatus, between a proposed sustaining award and the subsequent reversal to a denial, the record reflects some

of the mischief afoot as stated before. At the bottom of Page 5 of the eventual award, the Referee states in pertinent part:

> "At a continuation of the panel discussion the Carrier * * *."

This reveals that discussion occurred without the Labor Member present, which is in violation of all rules and procedures of this Division. We acknowledge that the Referee invited us to violate our own Division rules by participating, however, we set forth our position in writing to the referee and Carrier members refusing to participate in such violative mischief, which we believe gives rise to this dissent to a gross injustice. The written record further reveals a surrebuttal brief was advanced by the Carrier Member and accepted by the Referee. How many other exchanges or considerations passed between these parties can only be known to them, but the record thrusts toward clandestine and surreptitious mischief.

A "Code of Ethics for Arbitrators" was printed in the American Arbitration Journal, published by the American Arbitration Association, Inc., and sets forth the views of the Association on the impartiality, independence, personal and public responsibilities of Arbitrators, the powers which they exercise, the requirements of the office, and elements of the ethical code which they should observe. It is stated therein in pertinent part:

> "* * * The element of independence is satisfied when he arrives at his decision by his own free will."

This "element of independence" was satisfied with the proposed sustaining award in the instant case but then bastardized by the reversal.

This "Code" goes on to state in pertinent part:

> "* * * He should sedulously refrain from any conduct which might justify even the inference that either party is the special recipient of his solicitude or favor. The oath of the arbitrators is the rule and guide of their conduct."

The surreptitious changing of this award in Docket No. 6410, with no participation or knowledge of one of the parties, casts doubt and makes suspect that this entire "Code" has been ignored, if not violated.

In the pamphlet "Labor Arbitration - Procedures and Techniques", compiled and published by the staff of the American Arbitration Association, it states that the award must be difinite and final. In pertinent part it states:

> "The power of an arbitrator ends with the making of the award. An award may not be changed by the arbitrator, once it is made, unless the parties mutually agree to reopen the proceeding and to restore the power of the arbitrator."

In the instant case the parties did not agree to any such procedure and, in fact, the Chairman of the Second Division notified this Referee that his proposed award was before this Division and that only the Division as a whole could engage in further discussions and/or changes in the proposed award. This fact was established by quoting the Railway Labor Act, Section 3, First (k). Thus this Referee has ignored, with apparent disdain, the codes and procedures of his own Association, the Chairman of this Division, the Circulars, as well as rules and procedures

of this Division, the Railway Labor Act, and also the legally constituted rights of the claimants and their organization.

In the original proposed award, it was held that the facts and record proved and called for a sustaining award. It then stretched credulity, also clouds expected and demanded integrity, that the subsequent perverted award chooses to ignore and attempts to explain away these facts of record. If they existed on September 28, 1973, then how did they evaporate by December 10, 1973?

The function of a Referee is to allay, alleviate or settle and resolve labor strife. In this unwarranted rewriting of a proposed award he has departed entirely from this concept by actually increasing labor strife to the extent that the organization must and will now resort to the Railway Labor Act to remedy this bastardization of their rules.

The evidence of record before this Board proves beyond any doubt that a travesty of justice has been committed by the majority. The same evidence of record irrefutably portrays that the findings and conclusion of the majority are palpably erroneous, and to which we vigorously dissent.

G. R. DeHague - Labor Member

D. S. Anderson - Labor Member

E. J. McDermott - Labor Member

W. O. Hearn - Labor Member

E. J. Haesaert - Labor Member