

Award No. 1115

Docket No. 1061

2-ACL-MA-'46

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Sidney St. F. Thaxter when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 42, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L (MACHINISTS)**

ATLANTIC COAST LINE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That the discipline assessed against W. P. Bethea, machinist welder, Jacksonville, Florida, effective May 2, 1945, represents unjust treatment within the meaning of Rule 21, third paragraph, of the controlling agreement.

That the carrier be ordered to compensate W. P. Bethea at his established rate of pay for the loss of wages resulting from the aforesaid discipline, made effective May 2, 1945, in the form of ten (10) days suspension from work.

EMPLOYEES' STATEMENT OF FACTS: W. P. Bethea (hereinafter referred to as the claimant) received written notice on date of March 30, 1945, to appear at an investigation in the master mechanic's office the following day at 9:00 A. M., to answer to a charge of negligence in failing to properly weld the right engine truck binder of Engine 1690 on March 20.

The notice of investigation was signed by Mr. J. C. Benson, master mechanic, and contained the allegation that an improper weld of the right engine truck binder had caused seventeen (17) minutes delay to Train 704 in changing engines at the Jacksonville Terminal Station on March 21. The claimant was informed that he should come prepared to explain why the binder broke, if properly welded, before the engine got out of town.

The investigation accorded the claimant on March 31 was conducted by Mr. L. H. Cooper, general foreman, who first developed through interrogation that the claimant had been engaged in welding for a period of about three (3) years. The claimant disclosed in this connection that while he had not received a report on his last test weld he had made a rating of 100% on his previous one.

It was developed that the claimant had previously welded engine truck binders. None of his previous welds to engine truck binders had theretofore failed, according to his statement, nor had any previous welds been made under an engine as of March 20.

The claimant disclaimed any knowledge of negligence on his part in the welding of the right engine truck binder of Engine 1690 on March 20. He related to the general foreman that Mr. L. M. Fendt, roundhouse foreman, had acted to overrule him in his objections to weld the broken binder unless the same was removed from the engine.

to the station, failing before getting out of the terminal, is the responsibility of Welder Bethea and by his negligence he failed to properly perform the service of welding that he is paid as a welder to do. He violated Rule 32 (b) which reads as follows:

"All employes on an hourly basis will comply with the hours for work and apply themselves diligently during working hours."

Carrier contends that the discipline administered to Welder Bethea for not properly performing the work assigned to him, is not unreasonable or unjust, and respectfully requests that the National Railroad Adjustment Board deny this claim.

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.

The claimant was ordered to weld a binder on a locomotive. Subsequently the binder broke through the weld. It was admitted by the claimant that the weld was not a satisfactory one. For the poor job, he has offered a number of excuses, the principal one being that he was ordered to do the work while the binder was on the locomotive. There seems to be a dispute on this point. In any event he made no really effective protest to the foreman but did the work and assumed the responsibility for it. The record does not disclose that the discipline imposed was unreasonable or unjust.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 5th day of March, 1946.