

**Award No. 1371**

**Docket No. 1276**

**NC&StL-MA-'50**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when award was rendered.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION No. 83, RAILWAY EMPLOYES'  
DEPARTMENT, A. F. of L. (Machinists)**

**THE NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY**

**DISPUTE: CLAIM OF EMPLOYES:** 1—That effective at 8 P. M., on November 25, 1948, the service rights of Machinist Comer Fraley at Tullahoma, Tennessee, were terminated in violation of the current agreement.

2—That accordingly the carrier be ordered to restore this employe to service with pay for all time lost, retroactive to 8 P. M. on November 25, 1948.

**EMPLOYES' STATEMENT OF FACTS:** Machinist Comer Fraley, hereinafter referred to as the claimant, was regularly employed by the carrier at Tullahoma, Tennessee, on March 14, 1945, and remained in the service continuously until his job was abolished on November 24, 1948, which is affirmed by copy of the notice submitted, dated November 19, 1948, signed by Master Mechanic Burton, identified as Exhibit A.

The claimant's assignment of hours was from 8 P. M. to 4:30 A. M. for the purpose of enabling him to perform running repair and inspection service on the equipment regularly maintained at the point, consisting of:

- (a) One steam locomotive used in yard service from 8 A. M. to 4 P. M.
- (b) One branch steam locomotive used in such service from about 3:45 A. M. to 7 P. M.
- (c) One red devil coal loader, and
- (d) In addition thereto, repairing main line engines as required, and including frequent assignments to perform work on the engine assigned at Wartrace, Tennessee, as well as repairing break downs on main line engines between Wartrace and Estel Springs.

The additional force maintained at the point consisted of one freight carman with hours of assignment from 2 P. M. to 10:30 P. M., and one

determine if there was an equitable distribution of the work as contemplated in that part of Rule 26 (third paragraph) reading,

“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.”

This suggestion was made because of the fact that after the reorganization of forces at Cowan on October 29, 1946, more than one mechanic was employed on the second shift at that point viz; 1 boilermaker and 1 carman.

Following the joint check, which was participated in by a representative of the machinists' craft, the claim in behalf of the machinist who had been displaced was dormant for some time and was finally withdrawn by the general chairman of the machinists.

The situation at Tullahoma is entirely different from that which developed at Cowan. After the force was reduced at Tullahoma on November 25, 1948, there was only one mechanic employed at that point. Therefore that part of the third paragraph of Rule 26 with respect to an equal distribution of the work on any shift on which more than one mechanic is employed has no application. On the other hand, the first part of this rule which provides,

“At points . . . where there is not sufficient work . . . to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points, will, so far as capable, perform the work of any craft. . . .”

is controlling, and there is nothing in this rule designating the craft from which the mechanic at points where only one mechanic is employed is to be selected.

Carrier submits it is obvious from the foregoing that the question of preponderance of work or an equitable distribution of work is not here involved and cannot be involved at a point where only one mechanic is employed. To so interpret the concluding sentence of the third paragraph of Rule 26 would nullify the first part of that paragraph in which the permissibility of employing only one mechanic at points other than Nashville is recognized. Without conceding that such a question is involved in the instant case, the carrier will state for the benefit of the Division, an examination of the time distribution sheets turned in by Carman Stephens after the machinist was furloughed and prior to the time Carman Stephens was laid off, indicates that his time was about equally divided between car work and locomotive work.

As heretofore stated, Carman Stephens was laid off as of March 19, 1949, and since that date no mechanics have been maintained at Tullahoma.

In conclusion the carrier respectfully submits there is no basis, contractual or otherwise, for the claim here involved. Therefore the petition of the employees should be dismissed and the claim 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.

The parties to said dispute were given due notice of hearing thereon.

The work situation at Tullahoma, Tennessee, caused carrier to need only one employe after November 24, 1948. This brought Tullahoma within the

provisions of the third paragraph of Rule 26 of the parties' revised agreement effective December 30, 1944.

There is no provision in Rule 26 requiring any craft classification when only one person is needed at any point other than Nashville. He should generally be capable of doing the work of any craft that it may be necessary for him to perform. Here carrier has selected an employe on the basis of seniority who is fully capable of doing so. There is nothing in the agreement contrary thereto.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST: J. L. Mindling  
Secretary

Dated at Chicago, Illinois, this 2nd day of February, 1950.