

Award No. 1391
Docket No. 1316
2-L&N-MA-'50

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 91, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (Machinists)**

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1—That under the current agreement the carrier was not authorized to assign the service rights of Machinists W. R. Parton and R. S. Kallam to Foremen Sam Denham and W. S. Higdon, effective January 10, 1949.

2—That accordingly the carrier be ordered to restore these employe machinists to service with pay for all time lost retroactive to the aforementioned date.

EMPLOYEES' STATEMENT OF FACTS: At West Knoxville, Tennessee, prior to January 10, 1949, the carrier maintained the following running repair forces:

IN THE ROUNDHOUSE

Two (2) foremen, one from 7 A.M. to 7 P.M., and the other from 7 P. M. to 7 A. M.

Two (2) machinists, one from 7 A.M. to 3 P.M., and the other from 3 P.M. to 11 P.M.

Three (3) machinist helpers, one on each shift around the clock.

One (1) boilermaker, from 7 A.M. to 3 P.M.

One (1) boilermaker helper, from 7 A.M. to 3 P.M.

Three (3) electricians, one on each shift around the clock.

Three (3) hostlers, one on each shift around the clock.

Three (3) tool and can men, one on each shift around the clock.

Six (6) fire cleaners around the clock.

Six (6) stationary firemen around the clock.

Three (3) laborers, one on each shift around the clock.

so far as the performance of mechanics' work is concerned. There is nothing in the rule which says that if the work requires more men and the carrier employes mechanics, those mechanics acquire "prior rights" over foremen who had been working previously, yet the employes would read such provision into the agreement. The suggestion that men hired in 1943 acquired "prior rights" over men who had been doing the work since 1939 is indeed novel and is, obviously, so lacking in merit as to need no further answer. The protest of the employes here presented is not supported by the agreement and should 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.

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

Under the circumstances presented in this case, the claim is controlled by Rules 29(a) and 29(b) and comes within the exceptions provided therein. In the light thereof and the record before it, the Division concludes that the claim should be and is denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling,
Secretary

Dated at Chicago, Illinois, this 12th day of July, 1950.