

Award No. 1980
Docket No. 1791
2-NC&StL-EW-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Mortimer Stone when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 83, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

THE NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier, under the current agreement, improperly assigned Electricians' work to other than Electricians at the Cedar Street Wash House, Nashville, Tennessee on March 17, 1953.
2. That accordingly the Carrier be ordered to compensate Electrician C. C. Spencer for a four (4) hour call at his applicable hourly rate.

EMPLOYEES' STATEMENT OF FACTS: On March 17, 1953, at about 8:45 A. M., hostlers were directed by the carrier to disconnect the electrical dynamic brake cables and the electrical control cables between Diesel Unit 806 and Units 824 and 906 at the Cedar Street wash house.

The Cedar Street wash house is located about two (2) miles from the Nashville shops.

Hostlers take the Diesel units from the Nashville shops to the wash house at which point, the engineer and fireman pick up the Diesel units to make up their train.

In the event electrical repairs are needed by any Diesel unit coming in off the road and not being sent to the Nashville shops to be checked over the carrier requires mechanics of the electricians craft to go to the Cedar Street wash house to make such needed repairs.

Claimant Electrician C. C. Spencer is employed by the carrier at the Nashville shops with assigned hours of 7:00 A. M. to 3:30 P. M. Wednesday through Sunday, rest days Monday and Tuesday.

This dispute has been handled with the carrier up to and including the highest officer so designated by the company with the result that he has declined to adjust it.

1. That the uncoupling and coupling of locomotive power by hostling crews at Cedar Street wash house, Nashville, was in accordance with a practice of long standing.
2. That the uncoupling of Diesel unit 806 from Unit 902 on March 17, 1953, was an operating function and had no connection with work involving the mechanical department.
3. The provisions of the preamble of the agreement, Rule 115, the electricians' classification of work rule, and memorandum of understanding with respect to the division of work on diesel locomotives dated November 3, 1953, conclusively show there is no contractual basis for the claim.
4. The practice followed on this railway with respect to coupling and uncoupling or connecting or disconnecting diesel units conclusively shows that such work has not been considered the specific work of any craft or class of employes.

In view of the foregoing, carrier submits there is no basis for the employes claim, contractual or otherwise, for which reasons same should be declined.

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.

Cedar Street Wash House was the place designated for engineers and firemen in freight service to go on and off duty. No shop facilities were maintained there. Carrier's Maintenance of Equipment Department and employes were at the Nashville Shops two and one-half miles away. Hostling crews were maintained on all three shifts to handle engines between the Nashville Shops and the Cedar Street Wash House.

Prior to conversion to diesel power, hostling crews often handled three or four steam engines coupled together between the two places and would couple and uncouple them at the Wash House when necessary and, following conversion they continued so to handle diesels, coupling and uncoupling them at the Wash House when necessary except when repair, adjusting or testing was required.

Arriving engine crews parked their engines on the Cedar Street Wash House track and the outgoing crew took charge there. If a greater or smaller number of diesel units were required for the outgoing train, the hostling crew would couple or uncouple units in making the desired change.

In the instant case three diesel units arrived with train and only two were required for the outgoing train so the hostlers uncoupled the extra unit and handled it to the Nashville Shops. Employes assert that such work belongs exclusively to electricians under Rule 115. The work here complained of consisted solely of "unplugging," or uncoupling, the dynamic brake and control cables between the diesel units. It required no repair, no inspection, no testing, no tools, no electrical knowledge and no electrical training. Such work is not set out in the Scope Rule as belonging to electricians and it is

shown to have been performed by hostlers on the property since its inception. We cannot say that such work belongs exclusively to electricians or was improperly performed by hostlers in the instant case.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassman
Executive Secretary

Dated at Chicago, Illinois, this 25th day of July, 1955.