

**Award No. 2985
Docket No. 2623
2-CRI&P-MA-'58**

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee D. Emmett Ferguson when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Machinists)**

**CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY**

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the carrier improperly assigned other than machinists to make repairs to air horn on Diesel locomotive 157, which consisted of removing diaphragm from the air horn on locomotive 434 and assembling this diaphragm in the air horn on locomotive 157 at El Reno, Oklahoma.

2. That accordingly, the carrier be ordered to additionally compensate Machinist E. C. Degand in the amount of four (4) hours at the applicable rate of pay on May 5, 1956.

EMPLOYEES' STATEMENT OF FACTS: The carrier maintains at El Reno, Oklahoma a diesel shop which employs machinists on three shifts around the clock, seven days per week. Until recently machinists were assigned to handle the inspection and mechanical repairs to locomotives at the station as well as at the diesel shop at El Reno. Recently the local supervision discontinued using a machinist at the station, except on certain occasions.

On May 5, 1956 Diesel locomotive 157 arrived at the El Reno station hauling an ore train at approximately 4:32 A.M. The air horn on locomotive 157 was inoperative. Instead of assigning a machinist from the roundhouse to make repairs to this air horn, which is customary inasmuch as this is machinists' work, Foreman Williams and Diesel Supervisor Wright removed the diaphragm from the horn on locomotive 434 and turned the diaphragm over to Electrician Dave White, with instructions for Mr. White to assemble the diaphragm in the horn on Diesel 157, which Electrician White did as evidenced by employes' Exhibit 1. Machinist E. C. Degand, hereinafter referred to as the claimant, was available to perform the above machinist work if he had been called.

POSITION OF CARRIER: Upon arrival at El Reno station, the train was serviced on the main line, rather than being yarded as freight trains generally are. Because this is highly competitive traffic, every effort possible was made to get the train through El Reno as quickly as possible.

In order to prevent delay to this train after it was developed that the horn of engine 157 was not functioning properly, an electrician, who was already at the depot, was used to perform the work in question, which consumed approximately 20 minutes. Prior to arrival of the train, carrier had no knowledge of the defective horn on engine 157. The electrician was readily available and to have secured a machinist would have caused undue delay.

If the work had been foreseen, or advance notice been received, the carrier would have arranged to have a machinist, who was on duty at El Reno yard at the time of arrival, come over to perform the work to minimize the delay. It was not necessary to call off duty Claimant Degand to perform this work. No machinist was injured by the action of the carrier in this emergency.

Inasmuch as this was an emergency and was done to prevent delay to an important train, there was no violation of the agreement in the instant case and we respectfully request your Board to deny the claim.

In any event, if the Board determines that this claim has merit and penalty is assessed, it can only be for a minimum of 2'40" at pro-rata rate in accordance with previous awards of your Board.

FINDING: 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.

While a train was yarded on the main line, a Diesel horn diaphragm was replaced by an electrician. Machinists were available at that time and place. Claim is now made that the Machinist's Classification of Work Rule No. 53 and Assignment of Work Rule No. 28 have been violated.

From the submitted facts it is apparent that the action taken was contrary to the rule.

AWARD

The claim is sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: H. J. Sassaman
Executive Secretary

Dated at Chicago, Illinois this 31st day of October, 1958.