

Award No. 3670
Docket No. 3570
2-SLSW-MA-'61

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Richard F. Mitchell when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 45, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.—C. I. O. (Machinists)**

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That Machinists at Pine Bluff, Arkansas were unjustly dealt with under the rules of the controlling agreement when an Electrician and Electrical Foreman were used to make repairs to diesel engine on refrigerating equipment on WFEK Car No. 8025 on May 31, 1958.

2. That Carrier accordingly be ordered to:

(a) Desist in the practice of assigning work of this nature to other than Machinists and Machinist Helpers, and

(b) Additionally compensate Machinist F. E. Bond in the amount of four (4) hours at the applicable overtime rate on the above date.

EMPLOYEES' STATEMENT OF FACTS: On May 31, 1958, at about 8:00 A. M., mechanically refrigerated freight car WFEK 8025 was set in the shop yard of the St. Louis Southwestern Railway Company, hereinafter referred to as the carrier, at Pine Bluff, Arkansas, with the diesel engine inoperative. A standby cable was immediately applied to the car whereupon the refrigerating mechanism resumed normal operation. Electrician R. Turley and Electrical Foreman C. Schrader made numerous adjustments and repairs, as well as replenishing the lubricating oil supply in the diesel engine. Finally, at 10:30 A. M. the engine was functioning in a reasonably normal manner, and the car was moved back to the train yard to be dispatched. All repairs and adjustments were made to the engine.

Machinist F. E. Bond, hereinafter referred to as the claimant, is regularly assigned as a machinist at Pine Bluff, Arkansas and was observing one of his regularly assigned rest days on May 31, 1958.

work falls exclusively within the scope or classification of the carmen's agreement."

In conclusion the carrier respectfully submits that the facts outlined show that the claim is not supported by the rule 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 waived right of appearance at hearing thereon.

This dispute involves the claim of Machinist F. E. Bond that he was unjustly dealt with under the rules of the controlling agreement, when Carrier employed the services of an Electrician and Electrician Foreman to make repairs to a diesel engine on a refrigerator car, which was cut out of a train at Pine Bluff, Arkansas and placed on the repair track.

The second part of the claim is in two parts (a) "That the carrier desist in the practice of assigning work of this nature to other than Machinists." This Board lacks authority to direct a Carrier as to how it shall conduct its operations; we only have authority to interpret and apply the Agreements of these employes of which the Railway Labor Act gives us jurisdiction "See Award 3453" — Second Division.

Regarding Part (b), Carrier contends that no work was performed on the Diesel Engine by the Electrician and Electrician Foreman, that all that was done was to add additional lubricating oil. The record shows that work was performed by Electrician Foreman and Electrician consuming several hours in starting the Diesel Engine in the refrigerator car.

The work is included in Machinists' Classification of Work Rule '43' which we quote:

Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling, and grinding of metals used in building, assembling, maintaining, dismantling, and installing locomotives and engines (operated by steam or other power), pumps, cranes, hoists, elevators, scale work (when brought to the shop), pneumatic and hydraulic tools and machinery, shafting, and other shop machinery; ratchet and other skilled drilling and reaming; tool and die making, tool grinding and machine grinding, axle truing, axle, wheel, and tire turning and boring; engine inspecting; air equipment, lubricator and injector work; removing, replacing, grinding, bolting, and breaking of all joints on superheaters; oxy-acetylene, and electric welding on work generally recognized as machinists' work, on this Carrier, the operation of all machines used in such work, including drill presses and bolt threaders using a facing, boring or turning head or milling apparatus, and all other work generally recognized as machinists' work on this carrier."

The Diesel Engine is the source of power in the refrigerator car to operate the cooling machinery in the same way as the diesel engine is the source of power in a diesel electric locomotive. The power from the engine is electrically transferred to two pumps or compressors, which pump a refrigerant under pressure through coils. Thus the pump or compressor and the engine are spelled out in Rule 43, and the work of maintaining diesel engines in refrigerator cars is the work of the machinists.

AWARD

Claim 1 sustained.

Claim 2(a) Denied.

Claim 2(b) sustained for additional compensation for Machinist F. E. Bond in the amount of 4 hours at the straight time rate.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 15th day of February 1961.

DISSENT OF CARRIER MEMBERS TO AWARD 3670

The undersigned dissent to this award. The Findings include the following:

“The Diesel Engine is the source of power in the refrigerator car to operate the cooling machinery in the same way as the diesel engine is the source of power in a diesel electric locomotive. The power from the engine is electrically transferred to two pumps or compressors, which pump a refrigerant under pressure through coils. Thus the pump or compressor and the engine are spelled out in Rule 43, and the work of maintaining diesel engines in refrigerator cars is the work of the Machinists.”

The service here involved was checking the engine of the refrigeration unit in a refrigerator car to determine why it was not operating; adding lubricating oil to the crankcase when it was found the low oil level was actuating a safety device which prevented starting the engine; then observing the operation of the engine and remainder of the refrigeration unit to see that it operated properly after being started, and that no other defects showed up.

Although the Employes alleged the General Chairman personally watched the work, and that there were “numerous adjustments and repairs” the only specific change or correction they alleged was made in condition of the engine was adding lubricating oil and starting the engine. If any repairs had been made it is only reasonable to assume the nature of the repairs would have been stated, and the actual time consumed in the work would have been specified. This could not be specifically stated as no repairs were involved.

Neither the adding of oil to the crankcase of an engine nor the starting of engines are matters expressly covered by Rule 43. Neither are these items

“generally recognized as machinists’ work on this Carrier.” The record shows that machinists have never performed either of these functions on engines of refrigerating units and have not performed it on any other small internal combustion engines used to power different machinery in use on the Carrier.

The record shows the Employees served the following notice on the Carrier June 30, 1955:

“Please consider this as formal notice from the Machinist Organization that we claim all service on the engine and the mechanical portion of the refrigerating equipment on mechanically refrigerated freight cars. I would be happy to meet with you, and discuss this matter and several matters incidental thereto in an attempt to reach an agreement covering this class of service.”

The Carrier declined to agree that machinists should have exclusive right to perform work on refrigerating units on cars, particularly work of the limited nature contemplated on such equipment. The owner maintains the equipment except for minor repairs or adjustments the railroads over which the cars operate may be able to perform without undue delay to keep the equipment operating until the car can complete trip to its destination.

The activity was a limited service required in connection with a new type special equipment on cars. It did not require the qualifications of a machinist, as shown in Rule 42, reading:

“Any man who has served an apprenticeship or has had four (4) years’ experience at the machinists’ trade and who, by his skill and experience, is qualified and capable of laying out and fitting together the metal parts of any machine or locomotive, with or without drawings, and competent to do either sizing, shaping, turning, boring, planing, grinding, finishing or adjusting the metal parts of any machine or locomotive, shall constitute a machinist.”

It was not the “laying out, fitting, adjusting, shaping, boring, slotting, milling, and grinding of metals used in building, assembling, maintaining, dismantling, and installing locomotives and engines * * * pumps * * *,” as covered by Rule 43.

It follows that the Carrier was not limited by the agreement in assigning the service to electricians for handling in connection with their other work on the refrigerating equipment.

For these reasons, we dissent.

T. F. Strunck

H. K. Hagerman

D. H. Hicks

P. R. Humphreys

W. B. Jones