

Award No. 3750

Docket No. 3745

2-CRR-EW-'61

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 44, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. - C. I. O. (Electrical Workers)**

CLINCHFIELD RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. That the Clinchfield Railroad Company violated the current agreement by assigning Signalmen to perform Electrical Workers work of setting poles and electric wiring in Car Department facility at Bostic Yards.

2. That accordingly the Clinchfield Railroad Company be ordered to compensate the following electricians sixteen (16) hours each at the applicable rate of pay:

Clifford Gilbert	H. C. Linville	L. R. Webb
B. J. Street	W. E. Young	W. D. Walker
E. F. Mauk	H. H. Bradshaw	N. S. Harvey

EMPLOYEES' STATEMENT OF FACTS: The electricians named under claim of employes, hereinafter will be referred to as the claimants, are employed by the Clinchfield Railroad Company, hereinafter referred to as the carrier, and are regularly assigned as electricians.

During the period of May 1 and 15, 1959, the carrier assigned three (3) signalmen to perform the following electrical work at Bostic Yard:

"Setting of poles, running of service lines for power and lights, wiring of receptacles for electric jack motors, the wiring of four (4) hoist motors, wiring of hot water tank, wiring of electric heat, and the wiring of inside lights and flood lights."

The three (3) signalmen performed this work during a period of more than six (6) days and most of the work was performed during the weeks ending May 8 and beginning May 11, 1959.

Signalmen which reserved to them "line of road electrical facilities but not including work in the Maintenance of Equipment Department covered by Electricians' agreement rules." Since clearly the work is not subject to the agreement with Maintenance of Equipment Department electricians, it was the right of the signalmen to perform the work and they did so.

The only work reserved to Maintenance of Equipment Department employes is that work specified in the special rules of each craft which is performed in the Maintenance of Equipment Department. The work involved in this dispute was not performed in the Maintenance of Equipment Department and, therefore, claimants had no contractual right to be assigned to it.

CONCLUSION

Carrier respectfully submits that this claim is entirely without merit, that it finds no support in the rules of the current and controlling agreement, and we request the Board to so find and deny the claim.

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.

Parties to said dispute were given due notice of hearing thereon.

It is the contention of the employes that the Clinchfield Railroad Company violated the current agreement by assigning signalmen to perform Electrical work in a new building constructed by the carrier's Maintenance of Way Department at Bostic, North Carolina, to be used by the Maintenance of Equipment Department. The employes contend that the carrier violated Rule 18, Rule 45 and Rule 55 of the current agreement. Each of the classification of work rules, is restricted to those who perform the work specified in the agreement. We quote the first general rule of the Agreement:

"It is understood that this agreement shall apply to those who perform the work specified in this agreement in the Maintenance of Equipment Department of this railroad, wherein work covered by this agreement is performed."

The work was not performed in the Maintenance of Equipment Department. This was a new building being erected by the Maintenance of Way Department.

The employes in their submission state, we quote:

"The work was performed in connection with new facilities for shop craft employes regularly assigned at the point: namely, carmen."

The building was not in the possession of the Maintenance of Equipment Department at the time the work was performed. The work involved was line of road construction of a new building.

There was no violation of the current agreement, and the claim must be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 12th day of June, 1961.

DISSENT OF LABOR MEMBERS TO AWARD 3750.

The evidence of record in this dispute reveals that the carrier installed additional mechanical equipment in its car department facility in the Maintenance of Equipment Department at Bostic Yard during the period of May 1 to May 15, 1959 in an addition to the buildings housing its car department facility at that point. Mechanical Department machinists were brought in to install four electric hoists and electric jacks but the carrier ignored the classification of work rules of the electrical workers (Rules 18, 54 and 55) by assigning the following electrical workers' work to signalmen, who are not covered by the current agreement in the Mechanical Department and were not entitled to perform the work of:

1. Setting of poles and running of electric service lines for power and lights.
2. Wiring of receptacles for electric jack motors.
3. Wiring of four hoist motors.
4. Wiring of hot water tank.
5. Wiring and installation of electric heat.
6. Wiring of inside lights and flood lights.

The erroneous conclusions of the majority are not supported by the record and we dissent.

/s/ R. W. Blake

/s/ Charles E. Goodlin

/s/ T. E. Losey

/s/ Edward W. Wiesner

/s/ James B. Zink