

Award No. 4652

Docket No. 4627

2-AJT-MA-'65

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Howard A. Johnson when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 110, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L.-C. I. O. (Machinists)**

ATLANTA JOINT TERMINALS

DISPUTE: CLAIM OF EMPLOYES: 1. That the Carrier violated the controlling Agreement on January 2, 1962, when it assigned a Sheet Metal Worker to perform work coming under Machinists' Classification of Work Rules on Diesel Locomotive Number 630.

2. That accordingly, the Carrier be ordered to compensate Machinist F. R. Taylor in the amount of four (4) hours pay at his pro rata rate.

EMPLOYES' STATEMENT OF FACTS: On January 2, 1962, the Atlanta Joint Terminals, hereinafter referred to as the carrier, assigned a coppersmith who comes under the sheet metal workers classification and is represented by the Sheet Metal Workers International Association to assist Machinist R. L. Gresham who is assigned on the second shift at the Atlanta Joint Terminals to perform the following machinist work applying motor support springs and pins, applying safety straps, applying traction motor air-duct springs, applying pedestal binders, applying slack adjuster reach rods, adding oil to motor support bearings, adding oil to journal box bearings and adding crater compound to traction motor pinion and ring gear on Atlanta and West Point Diesel Locomotive Number 630.

Subsequently claim was filed in behalf of Machinist F. R. Taylor, hereinafter referred to as the claimant, an off-duty machinist, employed at the Atlanta Joint Terminals, for four (4) hours at straight time, which is the minimum amount for a call.

This dispute has been handled with all officers of the carrier designated to handle such matters, including the highest designated officer of the carrier, all of whom have failed to make satisfactory adjustment.

The agreement of August 15, 1944, as subsequently amended with the memorandum of the agreement dated August 12, 1944, is controlling.

POSITION OF EMPLOYES: It is the position of the employees that the carrier violated the shop craft agreement, specifically Rule Number Forty-

ing prevails. For the reasons outlined above, carrier respectfully requests that this claim 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.

Parties to said dispute waived right of appearance at hearing thereon.

For the reasons set forth in Award 4651, we hold that the carrier did violate the provisions of the controlling agreement.

AWARD

Claim sustained.

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

ATTEST: William B. Jones
Chairman

E. J. McDermott
Vice-Chairman

Dated at Chicago, Illinois, this 19th day of February, 1965.