

Award No. 6107
Docket No. 5951
2-NOPB-EW-'71

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

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

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. - C. I. O. (Electrical Workers)

NEW ORLEANS PUBLIC BELT RAILROAD

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier violated the current agreement at Claiborne Substation, New Orleans, Louisiana, on June 3, 1969, when the Master Mechanic assigned a Machinist, other than Electrical Worker, to perform Electricians' Craft work.

2. That the Carrier be ordered to additionally compensate Electrician F. J. Albrecht, Jr., for four (4) hours at the pro rata rate.

EMPLOYEES' STATEMENT OF FACTS: Electrician F. J. Albrecht, Jr., hereinafter referred to as the claimant, is employed at the New Orleans Public Belt Railroad, hereinafter referred to as the carrier, and holds seniority as an electrician and is carried on the seniority list of shop employes as an electrician.

On June 3, 1969, Master Mechanic Hecker did assign Machinist H. A. Castellanos, holding seniority as a machinist and carried on the seniority list of shop employes, the same as claimant, to disconnect the wiring and remove the electric magnetic contactors from fuel transfer pump at Claiborne Substation, New Orleans, Louisiana.

All of the shop employes carried on the above referred to seniority list are headquartered at Carrier's Engine Terminal, New Orleans, Louisiana.

Machinist Castellanos did disconnect the wiring and removed the electric magnetic contactors from the fuel transfer pump at Claiborne Substation and took it to carrier's electric shop at its engine terminal. It was then turned over to claimant (one of the electricians) for repair. Claimant then returned the contactors to the Claiborne Substation for installation and put the fuel transfer pump in working condition once again.

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

The work was performed in the most expeditious manner possible to meet the needs of the carrier.

In view of the foregoing, carrier respectfully requests your Honorable Board to decline this 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 waived right of appearance at hearing thereon.

The Organization claims violation of the Agreement by Carrier for the reason of Carrier's assignment of a Machinist, headquartered in and on a seniority list of Carrier's Engine Terminal in New Orleans, Louisiana, to remove a fuel transfer pump, including disconnecting the wiring, which pump was located in Claiborne Substation, some ten miles away from engine terminal, and to bring said pump to the Engine Terminal for repair by an Electrician.

Carrier and Organization both state there are no Electricians or Machinists headquartered in and on a Seniority List at Claiborne Substation.

Carrier states in letter to Organization 10/29/69 that, "part of the routine duties of Machinist Castellanos requires him to work at Claiborne Station for several hours each day." The accuracy of this statement is not contested in the record by the Organization.

It is found that the Carriers' action was properly grounded in Article 7 of the August 21, 1954 Agreement, which provides:

"At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will, so far as they are capable of doing so, perform the work of any craft that it may be necessary to have performed."

The Organization claims, without a factual foundation, that both Machinists and Electricians work part time at Claiborne, "as part of their regularly assigned duties." For this reason, the Organization contends that AWARDS 5168, 5199 and 5200 are not applicable. The Board, however, finds that **only** a Machinist works **regularly** at Claiborne and that AWARDS 5168, 5199 and 5200 are applicable; and finally, that each of them validates the Carrier's action in assigning a craftsman to perform work not of their respective crafts, under the prescribed circumstances and limitations as provided for in Article 7, namely that there was, "not sufficient work to justify employing a mechanic of each craft."

Accordingly, the Board finds there was no violation of the Agreement, and therefore the claim is denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 21st day of April 1971.