

The Second Division consisted of the regular members and in addition Referee Nicholas H. Zumas when award was rendered.

Parties to Dispute: { International Association of Machinists and
{ Aerospace Workers Lodge 754
{
{ The Long Island Rail Road Company

Dispute: Claim of Employees:

That the Carrier violated the existing controlling agreement when on Monday, February 19, 1973, Washington's Birthday Holiday, the Carrier assigned other Machinists than the incumbents of the position to perform the work of their bulletined assignment.

Accordingly, Machinists W. Konieczny and W. Lendemer should be compensated eight hours each at the punitive rate of pay for Monday, February 19, 1973, Washington's Birthday Holiday.

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.

The Organization contends that Carrier violated the Agreement between the parties when on February 19, 1973 (Washington's Birthday holiday), Carrier required two employes (machinists) from the Running Repair Department to go into Claimants' shop area (Pistons, Heads, Liner, Turbo and Undercar Power Unit Department) and pull a piston and liner assembly to complete their work on a locomotive at the Roundhouse. On the day in question, Claimants' positions were blanked.

During the handling on the property, Carrier's President wrote to the General Chairman as follows:

"On the day in question, certain machinists whose positions were not blanked and who were engaged in running repair work found that they were unable to complete a job on a locomotive in

the roundhouse for lack of a piston and liner assembly. Since adequate completed piston and liner assemblies were available in the locomotive shop, the employe were instructed to use one of those units in the roundhouse.

Carrier's action in this instance did not constitute a violation of the applicable agreement. The completed piston and liner assembly would have been delivered to the roundhouse on any other working day and these employes in the locomotive shop would not have been any better or worse off as a result".

This statement was never challenged by the Organization during the handling on the property.

In addition, while the Organization contends that the work performed was covered by bulletin and belonged exclusively to Claimants, neither the bulletin nor a description of the work performed was included in the record before us.

On the basis of this insufficient record, the Board has no alternative but to dismiss the claim.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 26th day of August, 1975.