

Award No. 1011

Docket No. 944

2-CI&L-EW-'44

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee I. L. Sharfman when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 32, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (ELECTRICAL WORKERS)**

**CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY
COMPANY**

DISPUTE: CLAIM OF EMPLOYES: 1. That at South Hammond, Indiana, the carrier is arbitrarily requiring other than electrical workers to regularly perform electrical workers' work in violation of the controlling agreement.

2. That in consideration of the aforesaid, the carrier be ordered to—
- (a) Cease and desist from arbitrarily indulging in said practice.
 - (b) Assign an electrical worker to perform electrical workers' work set forth in their scope rules.

EMPLOYES' STATEMENT OF FACTS: At South Hammond, Indiana, the northern terminal of the Chicago, Indianapolis and Louisville Railway Company, the carrier maintains a roundhouse, car shop, coal dock, icing plant, and large freight yard, with the following electrical equipment to be maintained:

Roundhouse:

Ten electric motors with controls, operating air compressor, drills, welder, grinder, shaper, lathes, radial drill and turntable, maintaining lighting circuits for inside and outside lights and extension cord circuits, approximately seventy lights of various sizes.

Daily inspection and repairs to turbo-electric generators and lights on fifteen steam locomotives in daily use in road and switching service. (See Exhibit 1.)

Daily and monthly inspection of Diesel electric switching locomotive.

Car Shop:

Electric motors and controls operating machines in wood mill, drills, etc. Maintaining lighting circuits and lights, approximately thirty lights.

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 were given due notice of hearing thereon.

Rule 31 of the controlling agreement, which specifies that "none but mechanics or apprentices regularly employed as such shall do mechanic's work as per special rules of each craft," also provides as follows: "At outlying points (to be mutually agreed upon) 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 capable, perform the work of any craft that may be necessary."

Under this rule the electrical work at South Hammond is being performed by the mechanics employed there. No electrical worker as such is employed or assigned there because there is not sufficient work at this point to justify employing a mechanic of each craft. This situation has prevailed since 1932; and the evidence of record does not disclose that recent changes have altered it. The sole issue, therefore, is whether South Hammond constitutes a mutually agreed upon outlying point.

There is no written agreement designating South Hammond (or any other place on the line of the carrier) an outlying point, and in 1939 the employes declined to enter into such an agreement. In thus declining, the employes relied upon Rule 2 of the controlling agreement, which places South Hammond, and some other points, on the same basis as Lafayette admittedly a main terminal, with respect to starting time. The same rule, however, after the specific enumeration, speaks of "other" outlying points, and hence does not necessarily exclude South Hammond from the outlying points. The fact remains, moreover, that mechanics other than electrical workers have performed the electrical work required at South Hammond since 1932, and no claim was initiated in this connection until June 1942. This circumstance is amply persuasive that the parties regarded South Hammond as an outlying point; and the conclusion is justified that the conduct of the parties reflected adequately the mutual agreement required by the rule.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 22nd day of March, 1944.