

**Award No. 1460**  
**Docket No. 1390**  
**2-CRI&P-EW- '51**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**SECOND DIVISION**

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

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYES'**  
**DEPARTMENT, A. F. of L. (Electrical Workers)**

**CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD**  
**COMPANY**

**DISPUTE: CLAIM OF EMPLOYES:** 1. That under the current agreement the carrier improperly assigned a signal maintainer to clear wire trouble on communication wires 50-55 on Saturday, November 6, 1949.

2. That accordingly the carrier be ordered to compensate Lineman Schlede in the amount of four (4) hours' pay for the aforesaid date.

**EMPLOYES' STATEMENT OF FACTS:** Lineman Edward G. Schlede, hereinafter referred to as the claimant, is assigned by bulletin to Section 15, the section on which this trouble developed at mile post 341 plus 7, on wires 50-55. Lineman Schlede was not notified of this wire trouble as he was at home all day where he could have been reached by phone. The carrier assigned Signal Maintainer J. J. Strobel to clear trouble on wires 50-55 at mile post 341 plus 7, which is affirmed by statement submitted herewith and identified as Exhibit A.

This case was handled from bottom to top with carrier officials designated to handle these affairs, who all declined to adjust the dispute.

The agreement effective September 1, 1944, as subsequently amended is controlling.

**POSITION OF EMPLOYES:** It is submitted that the trouble which developed on November 6, 1949 on communication wires 50-55 at mile post 341 plus 7, is work covered under Rule 1 of the controlling agreement, reading:

**"RULE 1. QUALIFICATIONS AND CLASSIFICATION:**

(a). **SECTION LINEMEN.** Any man who has had sufficient practical experience in linemen's work to enable him to perform the work generally recognized as lineman's work in a satisfactory and workmanlike manner, with or without specifications and drawings, and who can maintain, repair, test, install and service all

**POSITION OF CARRIER:** An agreement between the carrier and the employes of the carrier represented by the International Brotherhood of Electrical Workers, (System Federation No. 6) bearing an effective date of August 25, 1944, as revised, July 13, 1949, is on file with your Board and by this reference, is made a part hereof.

For the convenience and ready reference of the Board, we quote below Rule 3(e) of the July 13, 1949 agreement which is evidently the rule relied upon by petitioner in support of its claim.

**"RULE 3**

Linemen assigned as section linemen shall be paid a monthly rate covering all services rendered during such assignment, and, in addition, if required to perform any service on sixth or stand-by day or specified holidays, they will receive an additional four (4) hours' pay at pro-rata basic rate. Such employes are not subject to provisions of this schedule pertaining to calls, travel time, or other provisions which conflict with this rule, except if required to perform service on rest day, overtime rules applicable to other employes of the same craft or class shall apply to service on such assigned rest day."

Section Lineman Schlede's headquarters are at Albert Lea, Minnesota, approximately eighty-eight miles from the point where the trouble developed in the dispatcher's circuit.

It was essential that repairs be made to the dispatcher's telephone circuit with the least possible delay. To have made repairs by the use of Section Lineman Schlede, it would have been necessary to have called him at Albert Lea and he would have had to prepare himself to travel, and travel about eighty-eight miles by motor car before attempting to locate or correct the trouble. This would have materially and seriously delayed restoration of the dispatcher's circuits, essential to the operation of the railroad. It would certainly not be justifiable to interfere with our operation of trains and tie up our communications, particularly the dispatcher's telephone circuit, to await the arrival of the section lineman under such circumstances when the signal maintainer had already been called out for signal work and was immediately available to make the temporary repairs to correct the condition causing failure of dispatcher's phone.

The making of temporary repairs to the communications circuit under the circumstances in this instance was in conformity to long-established practices on this property with which assuredly the organization has tacitly agreed, because this is the first report we have had of any complaint or claim being filed in which it is alleged that it was improper for the signal maintainer, in such circumstances as existed here, to make the temporary repairs which he did.

In the handling of this matter on the property, the superintendent of communications on this railroad advised General Chairman Lewis of these facts and particularly of the fact that it had been a long-established practice to do as was done in this case.

This claim should be denied because, as we have said, the repairs had to be made promptly and the entire matter was handled and temporary repairs were made in accordance with a long-established practice to which no exception has been taken until the instant claim. Moreover, the claimant made permanent repairs the next day.

**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.

On November 6, 1949, communication wire trouble developed in the train dispatcher's telephone circuit near Inver Grove, Minnesota. Carrier directed Signal Maintainer J. J. Strobel to make temporary repairs. The work admittedly belonged to linemen. Claimant was the lineman assigned to the section where the trouble developed. He claims four hours' pay in accordance with Rule 3(e), current agreement, which provides in part:

"Linemen assigned as section linemen shall be paid a monthly rate covering all services rendered during such assignment, and, in addition, if required to perform any service on sixth or standby day or specified holidays, they will receive an additional four (4) hours' pay at pro-rata basic rate."

The work in question belonged to linemen by virtue of the controlling agreement. Unless authorized by the agreement, carrier could not assign the work to an employe not under the agreement without violating its terms. By assigning the work in question to a signal maintainer, linemen have been improperly deprived of it. A sustaining award is in order.

#### AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 12th day of July, 1951.