

Award No. 1925

Docket No. 1856

2-Belt-EW-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 130, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

THE BELT RAILWAY COMPANY OF CHICAGO

DISPUTE: CLAIM OF EMPLOYES: 1. That under the current agreement other than a Crane Operator was improperly assigned on March 10, 1954, to operate an overhead electric crane in connection with moving shop equipment.

2. That accordingly the Carrier be ordered to additionally compensate Crane Operator Floyd Evans in the amount of 5 hours' pay for the above mentioned violation.

EMPLOYES' STATEMENT OF FACTS: On March 10, 1954, from 12:00 midnight to 3:20 A. M. the carrier assigned Foreman I. D. Stocking to operate the overhead electric crane in connection with moving shop equipment at the Chicago Diesel repair shop.

Crane Operator Floyd Evans, hereinafter referred to as the claimant, is an hourly rated employe regularly employed as a crane operator in their Chicago Diesel repair shop on the 8:00 A. M. to 4:30 P. M. shift. The claimant was available and willing to perform the work in question if called or assigned.

The dispute was handled with carrier officials designated to handle such affairs, who all declined to adjust the matter.

The agreement effective September 8, 1950, as subsequently amended, is controlling.

POSITION OF EMPLOYES: It is submitted that under the provisions of Rule 81, "Classification of Work" reading:

"Electricians' work shall consist of erecting, repairing, rebuilding, installing, inspecting and maintaining electric generators, switchboards, motors and control, rheostats and control, static and rotary transformers, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries and axle lighting equipment; winding armatures, telephone equipment, crane operating, fields, magnet coils, rotors, transformers and starting compensators, inside wiring in shops and buildings and on steam and electric locomotives, passenger coaches and motor cars; include cable splicers, wiremen, armature winders and all other work properly recognized as electricians' work."

and Rule 7, called or required to return to work after regular working hours:

The carrier does not agree with the statement made by the employes that "Foreman in charge assigned Foreman I. D. Stocking to move shop equipment with overhead crane". Foreman Stocking was the foreman in charge. He did not arbitrarily assign himself to the performance of the work which forms the basis of this claim, but he did perform it under the circumstances outlined in carrier's statement of facts in consideration and for benefit of his subordinate employe, who was on duty and under pay during the time this work was performed.

The carrier, in letter dated October 12, 1954, signed by the president and general manager, addressed to General Chairman McLennan, said:

"You were assured it is not the desire of this Management that foremen perform work in violation of agreements with its employes, however, in the instant case, the employes who would normally do such work were actually on duty and the action of the foreman was not with intention to deprive any electrician of work properly belonging to him.

After careful consideration of all circumstances in this particular case, we can see no justification for the allowance of the penalty payment requested, therefore, your appeal from Mr. Poole's decision is hereby denied."

Foreman Stocking operated the ten ton crane and removed the stop block from the rail, work that would have normally been performed by Electrician Clarke, but as explained previously herein, Electrician Clarke, who was present and under pay, had hurt his arm and asked Mr. Stocking to do the work for him, which he agreed to do. It was not an act intended to deprive any employe of work that properly belonged to him, nor can it be considered as a violation of the rights of employes covered by agreement with the electrical workers which would justify the payment of the penalty compensation requested by the employes.

The principle in this case is similar to that covered by Awards Nos. 1081 and 1042 of the Second Division, also No. 1453 of the Third Division, N.R.A.B.

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.

The facts of record sustain the contention that the work in question is electrical workers' work, but under the circumstances existing in the instant case, the claim for pay is not justified.

AWARD

Claim disposed of in accord with the above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 11th day of May, 1955.