

Award No. 1938

Docket No. 1785

2-CB&Q-EW-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 95, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (ELECTRICAL WORKERS)**

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement Electrician J. J. Shannon was improperly denied compensation for service performed on April 15, 1953.
2. That accordingly the Carrier be ordered to compensate the afore-said Electrician in the amount of four (4) hours pay at the time and one-half rate for April 15, 1953.

EMPLOYEES' STATEMENT OF FACTS: Electrician J. J. Shannon (hereinafter referred to as the claimant) is employed by the carrier as such on the first shift with a work week of Thursday through Monday, with Tuesday and Wednesday as rest days. The claimant in addition to being an electrician is the chairman of the local union.

On his rest day, Wednesday, April 15, 1953, the claimant was called to the coach yard by the carrier to attend a conference to discuss work problems. (See copy of Claimant Shannon's letter of April 16, 1954, submitted herewith and identified as Exhibit "A").

The conference was held and the claimant made a claim for the service he performed on his rest day and same has been denied by carrier Officials designated to handle such claims.

The agreement effective October 1, 1953, as subsequently amended, is controlling.

POSITION OF EMPLOYEES: It is submitted that Rule 30(d) reading:

"Conferences between local officials and local committees will be held during the regular work hours of the day shift without loss of time to Committeemen, providing such conferences are held at the point where Committeemen are employed."

In conclusion the carrier sums up its principal arguments in defense of this claim as follows:

1. Neither call Rule 6(d) nor any other rule of the agreement requires payment to claimant local chairman for the organization business he conducted on his rest day, because handling union matters is not "service" as that term is used in the agreement.
2. No contract can be implied from the agreement to compensate claimant for the time spent on his rest day in view of the Railway Labor Act which expressly prohibits, under the criminal penalties, payments by carriers to labor representatives.
3. If Local Chairman Shannon wants to be paid for attending this meeting, he must look to the organization for such payment, not the carrier.

In view of the above and foregoing, this claim must be denied in its entirety.

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 the dispute were given due notice of hearing thereon.

Claimant Shannon, who was local chairman, on request of a carrier representative, went to the coach yard on his rest day, to attend a conference for discussion of the demarcation of work between the shop and system electricians, particularly as to maintenance of flood lights at the yard. He claims compensation from carrier therefor under the call rule for four hours at time and one-half rate.

Claimant relies on Rule 30(d), which reads: "Conferences between local officials and local committees will be held during the regular working hours of the day shift without loss of time to the committeemen, providing such conferences are held at the point where committeemen are employed."

That rule does not require, as asserted by claimant, that such meetings "be held during the committees' working hours," but that they "be held during the regular working hours of the day shift." It appears that the conference was held as the rule required and that claimant lost no time from his work thereby. So carrier violated no rule in holding the conference and cannot be subject to penalty for rule violation.

The only other basis for claim must be for service performed for carrier under their agreement. But claimant was called to and attended the conference, not to serve carrier as an electrician but, in the line of his duty, to represent his craft organization of which he was local chairman.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, the 25th day of May, 1955.