

Award No. 2062

Docket No. 1890

2-GN-EW-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee David R. Douglass when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the current Agreement, Electricians Snow, Groth, Malmstedt, Dobin, Hatcher and Higgs were improperly denied the right to perform electricians' work on cars used in connection with the Shrine Convention on September 15, 16, 17, 18, 19, 20, 21 and 22, 1953, at the Minneapolis Depot Seniority Point.

2. That accordingly the Carrier be ordered to additionally compensate the above mentioned Electricians each in the amount of 8 hours pay at the time and one-half rate for each of the aforesaid dates.

EMPLOYEES' STATEMENT OF FACTS: During the period September 15 through the 22, 1953, the carrier at the Minneapolis Depot arranged for and afforded sleeping facilities in Pullman Cars for delegates attending the Shrine Convention.

System electricians worked September 15, 16 and 17, getting wires all ready for charging cars, getting air condition cables in place, and setting a bank of transformers in case they were needed, ready for more outlets for air conditioning. Laying out the heavy lines, which were to be used to carry load for charging car batteries, as they were going to use a diesel engine as a power unit, it was necessary that they put two cars in series, taking train lines apart and reconnecting so they could work it. Transformers set on the floor of machine room and connected to 2300 volt line there. They also ran temporary lines for possible use in case permanent line became over-loaded.

After the Shrine trains arrived, the system electricians made necessary connections, then were put on a rotation shift, a number working so that men were on hand to do the necessary cutting and reconnecting as was necessary. Every time they switched the cars it was necessary to pull connections, and air condition cables, and get all wires in the clear. After switches were completed, they then performed the necessary work to put the equipment back in operation. This work was done by system electricians on September 18,

the period of the convention, depending on same to the same extent as they would depend upon the service in a hotel room so far as their sleeping and living accommodations are concerned.

Adding these facts to the facts previously stated, that in all previous cases where passenger equipment of this type was set out for the living accommodations of passengers during convention periods that the engineering electrical crews made the necessary installations and took care of the maintenance of the equipment while set out, it becomes incontestible that in the case in question the carrier has simply followed previously uncontested practice in the handling in this case, and the carrier, therefore, holds that there was in no way a violation of any rule of any of the agreements covering electrical workers trained in the handling of air conditioning equipment and that, therefore, the claim of the employees involved herein and who were fully employed during the period covered must be held invalid.

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.

A Shrine Special Train was parked at the Minneapolis Passenger Depot. Said train was used to furnish housing accommodations for conventioning Shriners during a period of several days.

System Electricians, who hold system-wide seniority, were used to perform electrical work necessary for the lighting, heating and air conditioning of the parked cars. The power used in this operation was generated by a Diesel electric locomotive.

It appears that the usual duties of the claimants were in conjunction with depot building maintenance work. There is evidence that claimants had been used on several occasions to perform some work on passenger cars. However, the record indicates that the work on passenger cars had been of a minor nature and in no way comparable to the complexities of the project in question.

It is our opinion that the carrier acted properly when it used system electricians to make the installation of the equipment. The nature of the installation was of such complexity as to require the use of employes who were trained and experienced to handle that work. Furthermore, the continued use of the system electricians, during the time that the special train was tied up at the Minneapolis Depot, does not indicate that the carrier violated the agreement. The nature of the work seems to have required their presence.

As to the employes who were brought over from the Mississippi Street coach yard and who performed service on September 17, 18 and 19—it appears to us that the carrier should have used the claimants instead of the coach yard employes. Apparently the work required of the coach yard employes was of such a nature that could have been performed by the employes who are the claimants in this case. The coach yard employes held seniority only at the coach yard.

The carrier should pay the claimants an amount equal to the number of hours worked by the coach yard employes at the Passenger Depot on Septem-

ber 17, 18 and 19. The rate of pay should be the pro-rata rate and said total amount divided equally between the claimants of record.

AWARD

Claim sustained to the extent shown in the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 21st day of February, 1956.