

Award No. 2854

Docket No. 2811

2-GN-EW-'58

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee D. Emmett Ferguson when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYES'
DEPARTMENT, ELECTRICIANS' CRAFT
(Communications Department)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES:

That the current agreement was violated when an employe not covered by the agreement was permitted to exchange communication radio sets between Diesel-electric locomotive units 470-D and 434-A on September 23, 1955.

That R. J. Schroder, Communication Radioman, be compensated for an additional four (4) hours (a call) at the straight time rate of pay for September 23, 1955.

EMPLOYES' STATEMENT OF FACTS: R. J. Schroder, hereinafter referred to as the claimant, is employed by the Great Northern Railway Company, hereinafter referred to as the carrier, in the Telegraph and Telephone Department.

The claimant is regularly assigned to a position in seniority Class 1-D as a communication radioman, with headquarters at Hillyard, Washington.

On September 23, 1955, Engineer Arnold Hale, operating diesel-electric locomotive units 470-D and 434-A, exchanged the communication radio units between the two diesel units.

The agreement effective July 1, 1951, as amended, is controlling.

POSITION OF EMPLOYES: The work of removing and applying radio equipment on diesel-electric locomotive units is clearly covered by the provisions of Rule 47(f), which reads as follows:

"(f) Communicating Radio Men Class 1-D. An employe in this classification is a mechanic, employed to build, install, assemble,

Item 1 that in the event a 1-D employe is not available then carrier can use a 1-A employe, etc. In other words, the organization agreed with carrier that in every instance a 1-D employe did not have the exclusive right to change out bad order radio units on locomotives. This fact is very obvious when it is stated in the last paragraph of Item 1 the following:

"It was further agreed that in the event a condition exists on a train in transit where in order to avoid delay it would be necessary to use the first available man in order to make such a change, there was no particular objection to so doing, and in such case no claim would be considered in favor of the employe who might otherwise normally be used to perform such service."

In the instant case Engineer Hale performed this change-out of a bad order radio unit: on a train which was in transit; in order to avoid a serious delay to his train; to assure a greater degree of safe operation to this train; and he performed this work at a point where neither claimant nor any other electrical worker represented by the organization herein making claim was employed or available to perform this work.

CONCLUSION

Carrier emphatically asserts that this claim is lacking in merit and must be denied for the following reasons:

1. Engineer Hale performed this change-out of radio units in order to avoid serious delay to Train No. 494.
2. This change-out occurred at a point on line, between terminals, where no Communications Department employes were employed or available to perform this work.
3. Carrier's locomotives are equipped with two-way radio for safety reasons. When Engineer Hale performed this change-out he was only performing his job in a safe and efficient manner and a job he had to do as there was no Communications Department employe available to perform this work.
4. Claimant was not monetarily damaged in any way and, further, was not available to perform this change-out.
5. It has always been the uncontested prerogative of engine crews to perform emergency "repairs" to their locomotives to avoid undue delay and to avoid unsafe train operation when their locomotives, or parts or associated equipment, fail between terminals. This is what happened in the instant case when Engineer Hale replaced a bad order radio unit with one which was in effective working condition.

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 organization claims that R. J. Schroder, communication radioman of Hillyard, Washington should receive four (4) hours' pay for a call when he was not used to transfer a radio set from the rear unit to the head unit of a Diesel locomotive at Troy, Montana. The change-out was made by the engineer. There were no communications department employees on duty.

The claim is based first on the memorandum of agreement effective November 1, 1954 which provides generally that such work should be done by communications men. We note there is an exception,

"* * * in the event a condition exists on a train in transit where * * * to avoid delay it would be necessary to use the first available man * * * no particular objection and in such case no claim would be considered * * *."

We are of the opinion that the present case falls within the exception stated. However a reading of the entire docket discloses the fundamental dispute which concerns the parties.

The second basis of claim is found in employees' exhibit "B" which states:

"* * * General Chairman Elliott * * * advised that it was agreeable to him to withdraw this claim with the understanding that instructions would be given to enginemen that they were not to in any way tamper with radio sets installed on their locomotives other than to operate same, to which we agreed * * *."

It thus appears that the question is the limit to which an engineman should be permitted to go in operating a radio set. An engineman on a train in transit obviously would be one of the first men available as anticipated by the memorandum of November 1, 1954; but the organization and the company are both understandably reluctant to allow an unqualified person to work on a radio set.

We believe in the final analysis that a proper disposition of this claim can be had harmoniously by issuing specific instructions to enginemen, repeating the exception of the November 1, 1954 agreement quoted above, cautioning against tampering with radio sets; but authorizing enginemen under such limited circumstances to change-out sets.

AWARD

The claim is remanded with instructions to handle on the property as agreed in conference and as per the above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 13th day of May, 1958.