



Award No. 5035

Docket No. 4928

2-NYC-EW-'67

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Harold M. Weston when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 103, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Electrical Workers)

THE NEW YORK CENTRAL RAILROAD
(Eastern District)

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier contracted the electrical work in the construction of the Caboose Pool Locker Room Facility and the office building at the Auto Unloading Facility at Selkirk, New York, in violation of the current agreement and thereby improperly deprived the M. of F. forces of their work.

2. Therefore, the Carrier be required to compensate the following claimants for the number of hours shown, at the time and one-half rate of pay:

H. Williams—98 hours; P. Kaser—98 hours; H. E. Felt—80 hours.

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.

Parties to said dispute waived right of appearance at hearing thereon.

The theory of the present claim is that Carrier violated its agreement with the Electrical Workers by contracting out electrical work without obtaining the concurrence of the General Chairman.

The same issue, basic situation, contentions and agreement were before this Board when it handed down Award 5034.

What we had to say in that award is equally applicable here and we will sustain this claim subject to the provision that compensation will be based on the number of hours, at the straight-time rate, that Carrier's records show were devoted to the electrical work in question.

We are not persuaded that time pressures or any other circumstance created such an extreme emergency as to warrant Carrier proceeding without obtaining the General Chairman's consent. The plain language of an agreement may not be ignored and must be realistically enforced.

AWARD

Claim sustained to the extent indicated in the Findings.

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

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 31st day of January, 1967.