

Award No. 5171

Docket No. 4994

2-GN-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. 101, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Electrical Workers)**

**KING STREET PASSENGER STATION
(Great Northern Railway Company)**

DISPUTE: CLAIM OF EMPLOYEES:

1. That, under the current agreement, Carrier improperly assigned Electrician Apprentice W. R. Mobley to work alone on lighting fixtures on N. P. Car No. 492 on August 13, 1964, at the King Street Passenger Station.

2. That, accordingly, the Carrier be ordered to stop this practice and to compensate King Street Passenger Station Electrician Howard M. Rairdon for one call at overtime rate of 2½ hours for the work of installing light fixtures performed by Electrician Apprentice W. R. Mobley on August 13, 1964.

EMPLOYEES' STATEMENT OF FACTS: The Great Northern Railway Company, hereinafter referred to as the Carrier, employs Electricians at the King Street Passenger Station in Seattle, Washington, to maintain and repair electrical equipment on its rolling stock.

Howard M. Rairdon, hereinafter referred to as the Claimant, is employed as an Electrician by the Carrier to work at its King Street Passenger Station.

On August 13, 1964, Carrier assigned an Electrician Apprentice, Mr. W. R. Mobley, who was in his first period of Apprenticeship, to the work of installing new fluorescent tubes in a passenger car by himself and therefore he was not working with an Electrician as required by the indenture rules for Apprentices, thus violating the terms of the current agreement. Claimant is seeking pay for one call at overtime rate of 2½ hours as the work was performed on Claimant's rest day and was in violation of Rule 30, Section (E) of the Agreement between the Carrier and System Federation No. 101.

Carrier has alleged Electrician Apprentice Mobley performed the work of his own volition.

2. Even if the Organization could prove that Assistant Foreman Aho assigned Apprentice Mobley to perform the work in question without also assigning someone to look over his shoulder as he worked, further evidence would be required to show that Mobley performed the work "alone" within the contemplation of Schedule Rule 30(e).

For the foregoing reasons, the Carrier respectfully requests that this claim be denied.

All of the evidence and data contained herein has been presented to the duly authorized representative of the petitioning organization.

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 present case rests on the contention that Carrier assigned W. R. Mobley, an employe in the first period of his apprenticeship, to install new fluorescent light tubes in a passenger car by himself.

Rule 30, Section (e) of the applicable agreement prescribes that "Helper Apprentices, during first and second periods of Apprenticeship and regular apprentices during first four periods of apprenticeship shall not work alone, nor with a Helper except on a machine."

There is a conflict between the versions of Petitioner and Carrier as to whether Claimant installed the tubes voluntarily or pursuant to orders. We are not in a position to resolve that question of credibility and the record is not helpful in that regard.

Due regard has been given to Petitioner's point as to differences between the declination letters of Carrier's Superintendent and General Manager. While the Superintendent seems to have been under the impression that Claimant was working with an electrician, the General Manager thereafter corrected the facts to accord with his understanding of them. These circumstances do not establish bad faith on management's part and are not sufficient to substantiate the claim.

The proof does not establish that apprentice Mobley performed the work in question under Carrier's orders and we will deny the claim. See Second Division Award 4256.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 25th day of May, 1967.

Keenan Printing Co., Chicago, Ill.

Printed in U.S.A.