

Award No. 792

Docket No. 727

2-Erie-EW-'42

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 100, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (ELECTRICAL WORKERS)**

ERIE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: That O. E. Darrison, electrician employed in the mechanical department of the Erie Railroad Company at Salamanca, New York, be compensated for thirty-four days' (8 hours per day) time lost while Signal Maintainer Schultz was assigned to perform work covered by Electrical Workers' Special Rule 2 of the mechanical department agreement. (See Exhibits L-M-N.)

EMPLOYES' STATEMENT OF FACTS: That on January 22, 1938, while Electrician O. E. Darrison was furloughed, arrangements were made and agreed to, and instructions sent out by the management (Exhibits A-B-C) that Darrison would work in place of the regular electrician whenever he was off duty; that he would be called for extra work and would also have six (6) of the eighteen (18) motors assigned to him for inspection and repairs.

After this understanding was reached, conditions improved until a fire at Salamanca shops did considerable damage in the yards and buildings. This work, which should have been classed extra work, was given to the regular electrician and a signal maintainer by the name of Schultz. This was handled by the general chairman of the electricians and settled in accordance with the understanding of January 22, 1938.

Repetition of practically the same situation occurred during the months of November-December-1940, January-February-March-April-May-1941, which is the case at hand. Instead of calling Darrison to do wiring in the yards, buildings and coal pocket, the work was given to Signal Maintainer Schultz on the days shown in Exhibit M.

POSITION OF EMPLOYES: Electricians' Special Rule No. 2, Classification of Work Rule of the shop crafts agreement on the Erie Railroad, also known as Rules and Rates of Pay for Mechanical Department Employees, page 27, reads:

"Classification of Work—

2. Electricians' work shall consist of repairing rebuilding, installing, inspecting and maintaining the electric wiring of generators, switchboards, meters, motors and controls, rheostats and control, static and rotary transformers, motor generators, electric headlights and

to work only on the days when the regular shop electrician was off. At the time of this conference, the M. of W. electrician was employed at Salamanca and had customarily performed much of the maintenance work on facilities, which is now complained of.

Under these circumstances, just what would you consider a proper agreed upon joint statement of the facts?

Yours very truly,

(signed) R. V. Blocker,
Supt. Motive Power.

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 waived right of appearance at hearing thereon.

On January 17, 1938, a conference was held and it was agreed that Darrison was to be used in place of Ralph Peters whenever Peters is off on his day of rest or absent from duty for any other cause and for extra work. Darrison is entitled to be compensated in accordance with the understanding of January 17, 1938. It is impossible, however, from this record to ascertain just what amount, if any, he is entitled to receive and it necessarily follows that this case must be remanded to the parties to ascertain the dates Darrison was not used. If the parties cannot agree, they may develop the facts and the right to resubmit the case is reserved to the employes.

AWARD

Case remanded in accordance with the findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 26th day of May, 1942.

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee R. F. Mitchell when interpretation was rendered.

**INTERPRETATION NO. 1 TO AWARD NO. 792
DOCKET NO. 727**

NAME OF ORGANIZATION: Railway Employees' Department, A. F. of L.
(Electrical Workers)

NAME OF CARRIER: Erie Railroad Company

Upon application of the representative of the employees involved in the above award, that this Division interpret the same in the light of the dispute between the parties as to its meaning, as provided for in Sec. 3, First (m) of the Railway Labor Act, approved June 21, 1934, the following interpretation is made:

The award in this case was based upon an agreement between the employees and the carrier, dated January 17, 1938, which, according to the referee's interpretation, meant that Darrison would be used on the following occasions:

1. When Peters was off on his day of rest.
2. When Peters was absent from duty on other than his rest days.
3. For extra work, meaning when Peters had more work than he could handle.

The referee cannot understand why the parties cannot agree upon this basis but apparently they cannot. The employees are willing to accept as a basis of the work performed the tabulation of dates set forth on pages 2, 3, and 4 of the rebuttal and explanatory statement by the carrier. Apparently the carrier has no objection to this; at least none appears in the file.

Turning to this memorandum we find that claimant would be entitled to pay on November 8th, 12th, 13th, 19th, 20th, 22nd, 23d, 26th, 27th, 28th; 10 days during November, 1940, or 80 hours.

In the statement of the employees they claim 83 hours. I assume this is on account of the fact that Schultz worked 11 hours on November 22nd. However, 3 hours of this was repairing a switch machine at remote control R.H. Whether this should be allowed, the referee was unable to ascertain.

On February 27, 1941—8 hours.

April 22nd, 23d, 25th and 30th—32 hours.

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May 1st, 2nd, 6th, 7th, 8th, 9th, 13th, 20th, 21st, 22nd, 23d,
24th, or a total of 96 hours.

To May 24, 1941, making a total of 216 hours for all periods
that the claimant is entitled to pay.

NATIONAL RAILROAD ADJUSTMENT BOARD

By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 6th day of January, 1943.