Award No. 894
Docket No. 848
2-CB&Q-EW-'43

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 95, RAILWAY EMPLOYES' DEPARTMENT, A. F. OF L. (ELECTRICAL WORKERS)

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: That Electrician A. T. Walt be compensated four (4) hours for electrical work performed by machinist helper on January 14, 1942, on car department coal crane.

EMPLOYES' STATEMENT OF FACTS: On January 14, 1942, Machinist's Helper E. Meredith, was assigned to make electrical repairs to car department coal crane at 7:00 P. M., instead of calling Electrician A. T. Walt, regularly assigned maintenance electrician at that point.

POSITION OF EMPLOYES: A. T. Walt, regularly assigned maintenance electrician, should have been called at 7:00 P. M. on January 14, 1942, to perform electrical work on car department coal crane, repairing broken trolley line. Rule 64 of the agreement effective October 1, 1940, covers the work in question, which is definitely the work of an electrician.

In an attempt to justify their action in violating the agreement the carrier quotes Rule 27, Paragraph (b) which provides in part as follows:

> "When the service requirements do not justify the employment of a mechanic in each craft, the mechanic or mechanics on duty will, so far as they are capable, perform the work of any other craft that may be necessary."

The service requirements at Aurora shop justify the employment of mechanics of all crafts, including approximately forty (40) electricians, their helpers and apprentices.

A. T. Walt, the electrician regularly assigned to maintain this crane, together with other electrical equipment, was available to perform this electrical work and should have been called.

The employes request their claim be sustained and in further support thereof we submit Exhibits 1 and 2.

CARRIER'S STATEMENT OF FACTS: The claimant employe in this case, A. T. Walt, was assigned at Aurora, Illinois, on January 14, 1942, to work from 8:00 A. M. to 4:30 P. M. with a thirty (30) minute lunch period. He worked and was compensated for eight hours at his regular rate of pay on this date. At about 7:00 P. M. on the date in question, it was discovered that trolley wire on coal crane at the power plant was broken and in order to avoid a cessation of activity at this facility, an employe to whom mechanic's

chanical Department Officers. A copy of this letter is submitted as carrier's Exhibit B. **Particular attention is directed to the fact that this letter is dated April 24, 1942, whereas the service made a basis of dispute was performed on January 14, 1942, and less than one (1) hour was required to do the work. Moreover, the service was of an extreme emergency character and did not require the skill and training of an electrician.**

In conclusion, the carrier desires to point out that this controversy involves far more than the mere interpretations of a schedule rule. The most important issue, and one that transcends all others, is the discouraging situation which will inevitably arise if representatives of employers and employes alike find themselves in a position where there is no sacredness of contract and a promise made in good faith is capriciously disregarded. In this respect, the carrier goes on record that its dealings with grand lodge officers of the American Federation of Labor crafts have been entirely satisfactory and that state of good relationship should be carried on in perpetuity. This is a sacred duty that devolves upon the parties if their constituents are to be honestly and efficiently represented. These concluding remarks lead up to the suggestion, that if the Board has any doubt with respect to the authenticity of the carrier's statements in regard to what has previously transpired in connection with the instant dispute, it call upon Mr. McGee, Mr. Hartzheim or any other American Federation of Labor Officer who is familiar with the agreement and the controversy for verification of everything or any single assertion herein contained. The carrier has such complete reliance in the integrity of these officers, as is evidenced by our past association, that it is agreeable to accepting their version of the circumstances involved as being representative of the true facts.

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.

This dispute involves a claim for a call on account of an employe other than electrician performing electrician's work.

The carrier relies on provisions of Rule 27-b to support its position. This rule does not permit the use of machinist helpers to perform the work in question. In the instant case a helper was used and not a mechanic.

AWARD

Claim of employes sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 16th day of February, 1943.