

Award No. 1906

Docket No. 1771

2-IC-EW-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Mortimer Stone when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

ILLINOIS CENTRAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the current agreement the Carrier improperly assigned the installation of electrical fixtures at its Burnside Diesel Shop, Chicago, Illinois, to an Electrical Contractor thereby damaging the employes of the Electrical Workers Craft in an approximate total of Five Hundred Seventy Six (576) hours of work and that accordingly the Carrier be ordered to discontinue such practice.

2. That the following regularly employed employes of the Carrier of the Electrical Workers' Craft be compensated at the applicable time and one-half rate for each man hour worked for this electrical workers' work which they were entitled to perform under the applicable rules of the current agreement.

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| 1. V. A. Besse | 2. E. Bracken |
| 3. D. T. Cruse | 4. H. D. Curtiss |
| 5. F. Gianiani | 6. P. F. Golden |
| 7. J. Graziano | 8. Floyd J. Klein |
| 9. R. H. Little | 10. G. F. Lockwood |
| 11. W. S. McLaren | 12. W. H. McManes |
| 13. W. H. Moffat | 14. G. R. Nordquist |
| 15. M. J. Novicky | 16. Jos. Parkert |
| 17. L. J. Peck | 18. Francis Perry |
| 19. W. E. Ray | 20. J. G. Reibel |
| 21. Geo. M. Rogers | 22. D. V. Smith |
| 23. W. E. Taylor | |

EMPLOYEES' STATEMENT OF FACTS: The carrier contracted the installation of electrical fixtures in its Burnside Diesel Shop to the Berry Electrical Company. The installation consisted of:

- 1—16 circuit distribution panel
- 1—18 circuit distribution panel
- 1—12 circuit distribution panel
- 74 mercury vapor lighting fixtures
- Hundreds of feet of conduit and new wire for additional fixtures.

remained the same or diminished, it was clear that at no time in the foreseeable future would the carrier's own forces have sufficient time to make the badly needed lighting improvements in the shop while keeping abreast of current necessary work at the same time. It would not have been practical to perform this work with carrier's forces on overtime for two reasons: first, it was imperative to do this work, which for the most part was performed some thirty feet above the floor, during the daytime when full advantage could be taken of the superior natural light coming through the eleven skylights in the roof; second, carrier's efforts to increase production through overtime work at this point were consistently met either by a refusal to work overtime or by an ultimate loss in production because employees who did work some overtime would lay off on subsequent work days. These factors—the shortage of electricians, which precluded performing any more than the most pressing current work, the necessity for performing the shop improvements during the daytime, the futility of attempting to perform it on overtime, and the urgent need to improve the lighting level and replace worn-out wiring, were responsible for carrier's decision to contract the work. Accordingly, contract was let to the Berry Electric Company on May 7, 1952, work to begin when fixtures and equipment were assembled.

On June 6, 1952, because of decreased work and revenue occasioned by a national steel strike, it was necessary to furlough some shop employees, including electricians. Starting with June 23, electricians were gradually recalled to regular service, and by August 15 all were restored. Various electricians furloughed from the Burnside Shops and Burnside Diesel Shop had obtained temporary work at other of carrier's facilities during the furlough. On June 25, 1952, employees of the Berry Electric Company started work on the lighting improvements, and they continued intermittently until the work was finished on February 3, 1953.

Carrier contracted the lighting improvements at Burnside Diesel Shop in May, 1952, because at that time the work could not be accomplished by our own forces; nor could it then be anticipated that at any time in the foreseeable future would our forces have time to do the work. After the contract was awarded the steel strike, which could not have reasonably been anticipated, became effective and was directly responsible for a reduction in forces.

Comparable work has been contracted in the past without protest, which is proof that the employees did not consider such work to be a violation of the agreement. Following are examples:

“1944—Installation of electric wiring for truck shop and blacksmith shop, Burnside Shops, Chicago.

1945—Installation of wiring and fixtures in new building, Burnside Shops, Chicago.

1946—Installation of watchman and fire alarm system, Burnside Shops, Chicago.

1949—Rebuilding and relocating transformer station, Carbondale, Ill.”

In part 1 of their claim, the employees are going far afield from the purposes of the Adjustment Board when they demand that “the Carrier be ordered to discontinue such practice.” It hardly needs to be stated that the Board has no authority to issue orders as to how the carrier shall operate.

It is the position of the carrier that there is no basis for the claim, and it should be denied.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier and 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 claim was based on the contracting out by carrier of the installation of vapor lights on the pit side of the Burnside Diesel shop.

After the claim was declined by the Terminal Superintendent on October 8, 1952 the General Chairman wrote Manager of Personnel Hallmann on October 11, 1952 submitting the claim to him.

On November 25, 1952 Hallmann replied, first declining the claim on the ground that it was not handled as provided in Grievance Rule 37 of the agreement, and second, pointing out the reasons for contracting out the work, then concluding with the sentence: "With the foregoing in mind, we believe you will agree with what was done."

Employes assert that conference was held thereafter with Manager of Personnel, and his assistant in July 1953, but present no evidence thereof and carrier asserts and shows by submitted letters that the conference in July concerned carrier's proposal to contract out electrical work on the machine shop side of the Burnside Diesel Shop and the employment of one Mankus.

Under the Railway Labor Act "All disputes . . . shall be considered, and, if possible, decided . . . in conference." This not having been done, we think the claim must be remanded to the property for proper conference pursuant to the Act.

AWARD

Claim remanded for conference on the property.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 25th day of March, 1955.