Award No. 2680
Docket No. 2557
2-CRI&P-EW-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when the award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYES' DEPARTMENT, AFL-CIO (Electrical Workers)

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the Carrier violated the controlling agreement Rules 27 and 28 on February 3 and 4, 1956, by improperly assigning an employe from another seniority point to perform work under the seniority jurisdiction of the Claimants named in 2 below.

2. That because of these rule violations the Carrier be ordered to pay to the Claimants, Electrician S. L. Pudlic 8 hours, 7:00 A.M. to 3:00 P.M. February 3 at overtime rate. Electrician J. P. Lewis 8 hours, 3:00 P.M. to 11:00 P.M. February 3 at overtime rate. Electrician John Holt 8 hours, 7:00 A.M. to 3:00 P.M. February 4 at overtime rate.

EMPLOYES' STATEMENT OF FACTS: Prior to the date of these claims, the Chicago, Rock Island and Pacific Railroad Company purchased a new train known as the "Jet Rocket" which is to operate between Peoria and Chicago. On February 3 this train was on exhibition at Minneapolis and on February 4 it was on exhibition at St. Paul. The carrier elected to increase the lighting effect on this train by setting up flood lights to produce the desired lighting effect. The cables and lighting equipment used for this lighting effect was in the baggage car of the train when it arrived at these points. The electric power for these flood lights was taken from the auxiliary generating equipment on the train, therefore, it was necessary to put this electrical equipment in operation, run cables for the flood lights and connect up. It was also necessary to keep this equipment running and the lights in operation.

Instead of using the electricians at Minneapolis for this work, an electrician was sent with the train from Peoria, Illinois. (See Exhibit A.)

Holt and Sheaver were assigned from 7:00 A.M. to 3:00 P.M. on the dates of their claims. Therefore, Pudlic who is claiming 8 hours' pay from 7:00 A.M. to 3:00 P.M., February 3, 1956, was on his regular assignment during the time of claim. So was Claimant Holt on February 4, 1956 when he is claiming that he should have been called. Neither could have been at both places simultaneously. Although Electrician Sheaver is claiming 8 hours at penalty rate from 3:00 P.M. to 11:00 P.M., February 4, 1956, it likewise would have been a physicial impossibility for him to have protected those hours because of his assignment terminating at the rocket track at 3:00 P.M. In each case, claimants performed the work to which assigned and entitled. They suffered no monetary loss when the special crew accompanied the exhibition to Minneapolis. There is nothing in the agreement which would have made it necessary to have called Electrician Lewis for 8 hours' employment from 3:00 P.M. to 11:00 P.M. on his rest day.

Also, there would be no necessity for electrical work 16 hours each date as flood lights were used only during the early evening up to 8:30 P.M. Yet claimants made claim for work until 11:00 P.M.

Once the flood lights were hooked up, no further attention was necessary. The mere plugging in and disconnecting of wires or cables is not in the nature of repairs or maintenance and, of course, is not a monopoly of any craft.

Without retreating from our position that no part of the agreement was violated in the instant case, in the event that the Board should determine that the claim in this docket should be sustained and the claimants paid for the time claimed, the carrier, without prejudice to its position as to the merits of this claim, contends that any award made in favor of the claimants should be at the pro rata rate and only for time not actually working. Your Board has held on numerous occasions that penalty rate for time not worked differs from time actually worked.

For the above reasons, we respectfully petition the Board to deny the claim in this case.

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.

Even though the work involved was in connection with a new train, not in service, being exhibited to the public, in the absence of any special agreement with the organization it must be performed in compliance with the rules. Since, under Rule 27 the Peoria electrician held no work rights at Minneapolis, his performance of the electrician's work there was a violation of the agreement.

While the carrier contends otherwise, it appears that setting up floodlights, running cables and connecting same to the engine generator is electricians' work within Rule 101.

Since the claim is for work not performed the appropriate penalty rate is pro rata, in accordance with our perior awards.

AWARD

Claim sustained at pro rata.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 26th day of November, 1957.

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

(The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when the interpretation was rendered.)

INTERPRETATION NO. 1 TO AWARD NO. 2680
DOCKET NO. 2557

NAME OF ORGANIZATION: System Federation No. 6, Railway Employes' Department, AFL-CIO (Electrical Workers).

NAME OF CARRIER: Chicago, Rock Island and Pacific Railroad Company.

QUESTION FOR INTERPRETATION: Inasmuch as that the Carrier has refused to pay, to all of the employes named in the Claim of the Employes, the sum of money at the pro rata rate in lieu of the claim at the overtime rate, as per the above quoted award, the Employes are requesting an interpretation of the award.

Specifically—Does the

"Claim sustained at pro rata"

apply to all of the Electricians named in 2 of the Claim of the Employes?

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

Neither party raised any question of differentiation between the exhibition of the train at Minneapolis and at St. Paul but usually referred to them in a hyphenated form as Minneapolis-St. Paul or St. Paul-Minneapolis. We thus had no such issue before us and did not intend to create one. Probably we should have used the term Minneapolis-St. Paul in the findings but thought the award expressed the intention to sustain the claim for both exhibitions at pro rata rate.

Referee Dudley E. Whiting, who sat with the Division as a member when Award No. 2680 was adopted, also participated with the Division in making this interpretation.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 8th day of December, 1958.