Award No. 4025
Docket No. 3906
2-RDG-EW-'62

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Howard A. Johnson when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 109, RAILWAY EMPLOYES' DEPARTMENT, A. F. of L. — C. I. O. (Electrical Workers) READING COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1 — That the current agreement was violated when other than linemen were assigned to perform lineman's duties at the Reading Locomotive Shop Yard, Reading, Pennsylvania on May 31, 1959.

2 — That accordingly the Carrier be ordered to compensate Lineman Donald Obertauffer 10 hours pay at punitive rate.

EMPLOYES' STATEMENT OF FACTS: The Reading Company, hereinafter referred to as the carrier, maintains an electrical department at Wayne Junction, Philadelphia, Pennsylvania under one department roster with linemen, electricians and helpers segregated in their respective groups or classifications. The largest force is established at Wayne Junction, and consists of 4 line gangs, each under a foreman, working around the clock 5 days per week, with rest days Saturday and Sunday. One of these, the wood pole gang work the hours of 8:30 A. M. to 5:00 P. M., with one half hour for lunch. It is this gang that is available for service if needed anywhere on the Reading System for work within their classification, and when additional men are needed they are drawn from the other gangs on the linemen's roster. Also at Wayne Junction there is a force of electricians that perform work under their classification in the Philadelphia district and if needed are sent out anywhere on the system. In addition there is a gang of 3 electricians at Reading, Pennsylvania that handles work in that district, one of these electricians has a bulletined position that calls for limited line work in cases of emergency and to do regular yard lighting maintenance when needed.

It was planned in advance to send a full line gang to Reading, Pa., on May 31, 1959, to cut down wires and re-arrange circuits on the power distribution lines which were damaged by storm on May 22, 1959. Supervision in setting up this gang called all first class linemen, except the claimant,

never been true in the Reading area, some sixty miles from Philadelphia, as carrier will explain hereinafter. When, in the instant case, all of carrier's first class linemen turned down an opportunity for Sunday work, carrier was forced to curtail its programmed work considerably. There was no necessity for a full gang to perform the curtailed work. The second class lineman who was to accompany the foreman and helper reported off duty account illness approximately one hour before scheduled reporting on duty time and, under such circumstances, carrier maintains its actions were proper and not in violation of any rules of the collective bargaining agreement.

Carrier does not concur or agree with the apparent contention of the organization that the work here performed by the electricians infringed upon any seniority rights of the linemen, particularly claimant. As carrier has pointed out hereinbefore, employes involved in this dispute are all on the same seniority roster and may hold rights thereon in any, all or any combination of four classifications shown thereon as previously described by the carrier.

It is also a fact that two electrical department electricians at Reading, Pa., have customarily performed work such as involved in this docket. Carrier's records indicate that continuously from March 16, 1933 one Electrical Department employe at Reading, Pa., held a position of first class lineman, whose duties included line work as required in handling his day to day assignments. In November of 1944, the incumbent of this position was assigned to other duties and an electrician from the Reading Locomotive Shop in the Motive Power Department transferred thereto. This change was discussed with the late general chairman Steele, of the electrical workers, at the time of transfer and it was agreed to change the position from lineman to electrician, with the distinct understanding that there was to be no change in the assignment of work to this position. It should be noted by the Board that this was then the only Electrical Department position assigned to the Reading territory and it was necessary that incumbent of the position do whatever type of electrical department work was required. On January 2, 1945, an additional electrician's position was established at Reading, Pa., and these two electricians' positions have been continued at Reading ever since and have always handled the small amount of line work a small force might be expected to do. They have no heavy line truck equipment and would not be expected to do line work other than of a very limited nature such as they perform in the instant case. In support of its foregoing discussion, carrier desires to point out that Bulletin No. 10, dated March 16, 1956, and not protested in any fashion, covered an advertisement for one of the two electricians' positions at Reading, and stated the following special requirement thereon:

> "It is understood that the successful applicant for this position will be expected to do pole climbing and line work in connection with this position."

Under the circumstances and in the light of the foregoing explanation, carrier maintains that its handling of the instant matter did not violate any rules of the collective bargaining agreement. The penalty claim for time not worked at the punitive rate of pay is not supported by the schedule agreement and, in the absence of such support, carrier submits the Board must necessarily deny the claim in its entirety.

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.

A foreman, helper and J. L. Howard, the second class lineman who was fifth on the seniority roster, were ordered to Reading from Philadelphia for special Sunday work, but early on that day the latter declined to go. Consequently only the foreman and helper were sent.

Of the second class linemen, Claimant stands second on the list and claims that he was available and should have been sent in Howard's place. Instead, an electrician and lead electrician regularly stationed at Reading were used to rearrange the taps and install cutouts on one pole, assisted by the helper and supervised by the foreman.

There is a common departmental seniority roster for all electrical workers, including electricians, first class linemen, second class linemen, groundmen, helpers and apprentices. Although apparently most positions are advertised for the work of one class of employe, the record shows that the lead electrician at Reading has been doing pole climbing and line work ever since acquiring seniority as an electrician in 1944, and that the bulletin for the electrician's position there without objection included this statement: "It is understood that the successful applicant for this position will be expected to do pole climbing and line work in connection with the position."

Under these circumstances the record does not indicate that the Carrier violated the Rules by using the employes at Reading to perform work of the kind complained of or that the Claimant had a better right to it than they.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 12th day of July 1962.