

Award No. 2192
Docket No. 2017
2-AT&SF-EW-56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

**THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY (Coast Lines)**

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current applicable Agreement the Carrier improperly assigned others than San Bernardino Shop Electrical Workers to make electrical repairs to trolley wires, electric feeders to crane motors, erecting bay San Bernardino Shops, consisting of the removal of the old trolley wires and installing new trolley wires, electric feeders to crane motors, October 30 and 31, 1954, from 7:00 A. M. to 11:30 A. M.; 12:00 Noon to 3:30 P. M., San Bernardino Shops, San Bernardino, California.

2. That accordingly, the Carrier be ordered to pay San Bernardino Shop Electrical Workers, A. C. Norris, W. I. Drais, L. F. Hubbard, G. E. Bowen, A. L. Higby and W. C. Anderson, for the aforesaid time consumed in this work in violation of contract, eight (8) hours, Sunday, October 31, 1954 and Saturday, October 30, 1954, eight (8) hours, at the applicable time and one-half rate.

EMPLOYEES' STATEMENT OF FACTS: Electrical Workers A. C. Norris, W. I. Drais, L. F. Hubbard, G. E. Bowen, A. L. Higby and W. C. Anderson, hereinafter referred to as the claimants, are hourly rated employes, regularly employed by the Atchison, Topeka and Santa Fe Railway System, hereinafter referred to as the carrier, Monday through Friday, rest days Saturday and Sunday, in the mechanical department in the San Bernardino Shop Electrical Department as construction, maintenance and repair electrical workers, on electrical equipment Shops, yards, stationary and rolling stock, San Bernardino, California.

On Saturday and Sunday, October 30 and 31, 1954, the carrier assigned Shop Extension Department electrical workers to perform electrical work on the aforementioned San Bernardino Shop electrical equipment, the removal of old trolley wires and the installation of new trolley wires, San Bernardino Shops, San Bernardino, California.

or "street car" picks up its power from an independently supported trolley along its track. The organization's claim that such an installation constitutes "motor maintenance" is obviously ludicrous.

In September 1954, shop extensions electrical workers installed additional trolley wire to serve transfer table, San Bernardino, in connection with conversion of table from direct current to alternating current operation. This involved approximately 700 feet of bare conductor, running the length of transfer table pit, attached to upright metal supports. The power application is by means of collectors, as was described for the crane trolley wire installation and the installation is of like nature. Such was not protested by the organization.

No crane trolley wires were replaced at San Bernardino since August, 1944 until the installation involved in this dispute. Had they been, shop extensions electrical forces would have made installation in accordance with practices throughout the years.

It has been established that:

1) Rule 29 (a), referred to by the employes, has no significance in this dispute. Shop extensions electrical workers are regularly assigned and have seniority at the point).

2) Memorandum of agreement July 17, 1944 did not contemplate transferring any work from the shop extensions department other than that performed on diesel locomotives.

3) Last phrase of first sentence, letter signed A. B. Young, August 1, 1944, referred only to shop or bench work on motors, such work being performed elsewhere than at the machine or equipment from which removed, and that letter is not pertinent to this dispute.

4) Work of this nature was regularly performed by shop extensions electrical workers prior to August 15, 1944. (The organization's unsuccessful attempt to prove the July 17, 1944 agreement authorized a change in the handling of such work is their admission that prior to that date it was performed by shop extensions electrical forces).

5) It was proper that shop extensions electrical forces perform the work involved in this dispute.

6) The work involved in this dispute is not "motor maintenance" as was relied upon by the organization to support its 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.

The work here involved was performed by Shop Extension Department Electrical Workers (road gang with headquarters at San Bernardino, California) on Saturday and Sunday, October 30 and 31, 1954. It consisted of replacing trolley wires serving overhead traveling cranes in the west erecting bay of carrier's Diesel shop at San Bernardino. It involved renewing three

(3) crane trolley wires running the entire length of the shop, a distance of about seven hundred (700) feet. The wires serve one fifteen (15) ton crane and one seven and one-half ($7\frac{1}{2}$) ton crane, both on one runway used in the overhaul of Diesel locomotive parts. The trolley wires consist of three (3) parallel bare conductors, totaling over two thousand (2000) feet in length, extending along the full length of the building and attached thereto. It is the organization's thought that this work belonged exclusively to the San Bernardino Shop electrical workers and that carrier violated their rights by having the Shop Extension Department electrical workers perform it. Claim is accordingly made for six (6) named shop electrical workers asking that they be paid at time and one-half the applicable rate for the work so assigned to and performed by the Shop Extension Department electrical workers.

There is no question but what the work is specifically covered by Rule 92 of the parties' agreement effective August 1, 1945 and that the work belonged to electricians. Consequently carrier was obliged to have its electricians perform it. See Rule 29(a) of the parties' effective agreement. This carrier did. Seniority of the San Bernardino Shop electrical workers was, by Rule 28(a) of the parties effective agreement, confined to that point. However, Shop Extension electrical forces assigned to construction and repair work held Grand Division seniority. See Rule 28(b) 2 of the parties' effective agreement. The question therefore arises, which of these two groups of electricians had the right to perform this work?

There is no doubt of the fact that the Shop Extension electrical forces regularly performed this work prior to August 15, 1944. Therefore, if the Memorandum of Agreement dated July 17, 1944, together with carrier's letter, dated August 1, 1944 and effective August 15, 1944, issued pursuant thereto did not have the effect of changing it then it still belongs to them for Item 23 of Appendix "B" to the parties' agreement effective August 1, 1945 so provides. We should here state that the organization's contention that these trolley wires are feeders to operate electrical crane motors and therefore regular motor maintenance is without foundation in either fact or reason. Such logic could extend the work in connection with the maintenance of electric motors to unlimited fields. We think it must be construed to be limited to the motor itself and the immediate appurtenances thereto.

Because of the opening of a new Armature Shop at San Bernardino, resulting from carrier's increased use of Diesels, it was thought necessary to readjust the electrical forces at that point. To that end the parties entered into a letter agreement dated June 12, 1944 outlining the method of effecting a transfer of electricians from the Shop Extension forces to the Shop forces. However, before this letter of agreement went into effect it was superseded by a Memorandum Agreement dated July 17, 1944 which set out in more detail just how the men could transfer from the Shop Extension electrical forces at San Bernardino to the Shop electrical forces at that point and the manner in which their seniority would apply in case they desired to make such transfer. Neither the letter agreement dated June 12, 1944, nor the Memorandum Agreement dated July 17, 1944 dealt with any transfer of work.

On August 1, 1944 carrier's Assistant Engineer, Shop Extension, notified all electrical workers on Coast Lines, office of Engineer Shop Extension, of the necessity, effective August 15, 1944, "to increase the force of the electrical workers at San Bernardino Shops under the supervision of the Superintendent of Shops for the purpose of making repairs on Diesel locomotives and inspection, repairs and maintenance of motors and controls for same, and of shop and other motors regularly handled at San Bernardino Shops," and their right to transfer to the Shop electrical forces, if they so desired.

It is the language used by carrier in describing the work which brought about the necessity for augmenting the shop electrical forces which the organization contends abrogates what had been the practice of having Shop Extension electrical forces do the work herein complained of as having been improperly performed by them. The particular language on which the right

is based is "repair and maintenance * * * of shop and other motors." It is apparently the organization's thought that the words "repair and maintenance" apply separately to "shop" and "motors."

First, it would hardly seem the carrier could unilaterally abrogate the Shop Extension electrical forces' right to this work under past practice by a letter of this character. But second, which is more important, and controlling here, is the fact that the language, read in the sense that it was grammatically used, cannot be said to have that meaning. The words "shop and other" following the preposition "of" relate to "motors" and the "repairs and maintenance" thereof as "shop or other" can be said to classify "motors" as to location or kind, and does not apply to shop alone and all electrical work therein. We do not think the letter agreement of June 12, 1944, superseded by the Memorandum of Agreement dated July 17, 1944 and the letter of August 1, 1944 effective August 15, 1944, in any way did or were intended to change the right to this work, which by past practice belonged to electrical workers of the Shop Extension forces. They only dealt with the right of Shop Extension electrical workers to transfer to Shop electrical forces at San Bernardino and, if they elected to do so, what their seniority rights would be. In view thereof we find the claim here made that Shop Extension electrical forces were improperly assigned to do the work to be without merit.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 1st day of August, 1956.