

Award No. 4137
Docket No. 4081
2-AT&SF-EW-'63

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee J. Harvey Daly when the award was rendered.

PARTIES TO DISPUTE:

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

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

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current working agreement the Carrier improperly assigned the installation of cross-arms, insulators, line wires, transformers and their appurtenances, secondary wiring to protective or entrance switches, power line construction work necessary for the operation of Communications equipment from Williams to Crockton, Arizona.

2. That accordingly the Atchison, Topeka and Santa Fe Railway System be ordered to compensate Electrical Workers — E. L. Standard, J. V. Robinson, E. R. Foster, at their regular time and one-half rate of pay for all time necessary to install X arms, Insulators, Line Wires, Transformers and their appurtenances, and secondary wiring to protective or entrance switches.

EMPLOYEES' STATEMENT OF FACTS: E. L. Standard, J. V. Robinson and E. R. Foster, hereinafter referred to as the claimants are regularly employed by the Atchison, Topeka and Santa Fe Railway System hereinafter referred to as the carrier, as electrical workers on the carriers' Coast Lines Shop Extension Electrical Department. The claimants are monthly rated employees regularly employed by this carrier in their Coast Lines Mechanical Department, their seniority is confined to the Coast Lines, and to the Shop Extension Electrical Department.

Prior to May 18, 1960, this carrier started construction of 4100 volt power line between Williams and Crockton, this construction consisted of X arms, Insulators, Line Wires, Transformers, Service Drops, primary protection devices and entrance switches. Under date of May 18, 1960, the employees requested this carrier to assign this work to the electrical workers of the Mechani-

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 were given due notice of hearing thereon.

Third party procedural requirements were complied with in this case.

From the 1880's the Carrier operated a 44 mile, single track line between Williams Junction and Crockton, Arizona. Along side the track, there were two pole lines; one carrying the communications system of telegraph and telephone wires; the other carrying signal apparatus for the operation of the automatic block signal system.

In 1960 the Carrier constructed a new double track line between Williams Junction and Crockton and erected a single pole, 4100 volt power line to carry the wires and appurtenances of both the Signal Department and Communications Department.

Prior to the power line's construction, the Carrier's General Manager J. N. Landreth, on February 4, 1960 discussed the construction work distribution with the Messrs. W. H. Lewis and E. F. McLennon, General Chairman respectively of the Signalmen and the Electricians.

On that same day, February 4, 1960, Mr. Landreth wrote identical letters to the Messrs. Lewis and McLennon setting forth the agreed upon work distribution, namely, 70% to the Signalmen and 30% to the Electricians.

Mr. McLennon on February 25, 1960 wrote Mr. Landreth approving the joint work distribution procedures outlined in Mr. Landreth's letter of February 4, 1960. Mr. Lewis however, withheld his acceptance until after he investigated the work area, the qualifications of his crews, and again discussed the matter with Mr. Landreth. On February 25, 1960, Mr. Landreth wrote Mr. Lewis a letter outlining the work distribution and Mr. Lewis affixed his signature of approval on the bottom of that letter and returned it to Mr. Landreth.

When Mr. McLennon received a copy of Mr. Landreth's letter of February 25, 1960 to Mr. Lewis, he notified Mr. Landreth on April 8, 1960 that he withdrew from the joint agreement because the Carrier had given exclusive replacement of poles to the Signalmen whereas the February 4, 1960 Agreement directed that such work would be jointly performed by Signalmen and Electricians. Mr. McLennon, in that same letter, notified Mr. Landreth that the Communications Department Electrical Workers were making claim to "all construction, maintenance and repair to any and all pole and pole lines that accommodate Communications wires or equipment of any description, that has for its purpose Communications".

The construction of the new pole line, performed on the basis of 70% of the work done by Signalmen and 30% of the work done by Electricians, was completed on April 28, 1961.

Pertinent rules involved are Rule 29(a) and Rule 92 of the Electricians' Agreement and the Signalmen's Scope Rule.

The Electricians' Organization failed to prove that it has ever performed Signalmen's work or that it has jointly participated with Signalmen in Signal Department installations.

The Organization also alleged but also failed to prove that the power line served any facilities or departments other than Signal Department facilities. It is the determination of this Board that the Electricians Agreement does not encompass this work.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 28th day of February, 1963.