

Award No. 4613

Docket No. 4546

2-ATSF-EW-'64

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee P. M. Williams when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Electrical Workers)**

**THE ATCHISON, TOPEKA & SANTA FE RAILWAY CO.
— COAST LINES —**

DISPUTE: CLAIM OF EMPLOYES:

1. That under the terms of the current working Agreement the Carrier erred when they refused to assign Mechanical Department Electrical Workers to install electrically operated Rail Switch Heaters.

2. That accordingly, the Carrier be ordered to compensate Electricians O. A. McGhee, L. S. Harris, E. R. Foster and J. V. Robinson, at their regular rate of pay for one hundred and twenty (120) hours each.

EMPLOYES' STATEMENT OF FACTS: Mechanical Department Electricians, Messrs. O. A. McGhee, L. S. Harris, E. R. Foster and J. R. Robinson, hereinafter referred to as the claimants, are regular monthly rated shop extension department electricians, employed in the mechanical department of the Atchison, Topeka and Santa Fe Railway Company, hereinafter referred to as the carrier. The claimants are employed on the Coast Lines, and they have as their work-week Monday through Friday; Saturday they are charged to do emergency work only; Sunday rest day.

For many years these claimants, or their counterparts, installed, repaired and maintained rail switch heaters on this carrier's property. On or about January 1962, the carrier removed these rail switch heater installation, repair and maintenance from the jurisdiction of the electrical workers, and in this particular dispute, assigned same to others for installation early in February and March 1962.

The current Agreement effective August 1, 1945 as subsequently amended is controlling.

POSITION OF EMPLOYES: The current controlling Agreement, and most particularly Rule 29, paragraph (a) says:

An accurate record of the time required to perform the electrical work in connection with the installation of those remaining nine heaters was kept and a total of 192 hours was required to perform that work, an average of 21½ hours per heater. The most that the employees could properly claim was therefore a total of 128 hours for the six heaters installed at Williams Junction in March 1962.

Carrier further states that each of the claimant employees was regularly assigned and working full time while the heaters were being installed and therefore suffered no monetary loss by reason of the handling given.

In conclusion, the carrier states that the employees' claim in the instant dispute should be either dismissed or denied for the reasons expressed herein.

The carrier is uninformed as to the arguments the Brotherhood may advance in its ex parte submission, and accordingly reserves the right to submit such additional facts, evidence or argument as it may conclude are necessary in reply to the Brotherhood's ex parte submission or any subsequent oral argument or briefs presented by the Brotherhood in this dispute.

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

The claimants are four mechanical department electricians who assert that the carrier erred when it failed to assign Electrical Workers to install electrically operated Rail Switch Heaters. They seek pay for 120 hours each at their regular rate for this alleged error.

The first group of rail switch heaters of the type involved herein were installed by Electrical Workers. The record also reveals that prior to completing the installation of the heaters involved in this dispute, a request was made to the carrier that it cease using other than Electrical Workers for this work.

The carrier states that the switch heaters are part and parcel of the CTC (TCS) System and as such are encompassed within the duties of the Signal Department employees. Additionally, we are told that the switch heaters are included in the Carrier's investment account as a part of the signal installation, and that this latter fact, together with the experience gained in the early installations, caused the carrier to conclude that these heaters were strictly signal appurtenances.

From this record we are unable to find that the carrier's rationale is due the significance carrier seeks for it. We are not convinced that the heaters are such an integral part of the signal system that they can be classed as appurtenances to it.

However, we do believe that this record supports a finding that the installation of the heaters required performance of work which is set out in Rule 92 of the Agreement between the parties before us, i.e. * * * "outside wiring at * * * yards and on structures, and all conduit work in connection therewith * * *".

The employees state that their request for pay is based upon a conservative estimate of the time required to perform the work, whereas the carrier presents facts to show that the actual time involved averaged 23½ hours per heater; we choose to accept the latter hours as being the most accurate.

The claim for pay presented to the carrier on the property and to this Board covered only those heaters installed in February and March, 1962, which, the record shows to be, six in number.

Because we believe the carrier erred when it assigned the work involved herein to other than Electrical Workers of the Mechanical Department we find that the claim should be sustained but any pay involved should be limited to 141 total hours. The pay for those hours should be divided equally among the claimants at their respective rates on the dates involved.

AWARD

Claims sustained in accordance with the above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: William B. Jones
Chairman

E. J. McDermott
Vice Chairman

Dated at Chicago, Illinois, this 10th day of December, 1964.