Award No. 1869

Docket No. 1761

2-CB&Q-EW-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Lloyd H. Bailer when the award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 95, RAILWAY EMPLOYES' DEPARTMENT, A. F. OF L. (Electrical Workers)

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: "A" That the System Electricians were improperly assigned under the current agreements on March 27 and 28, 1952, to reassemble the deep well electrical pump:

"B" That accordingly the Carrier be ordered to compensate the following named Shop Electricians in the amount of eight (8) hours' pay at the time and one-half rate on the dates indicated after their names:

1. E. E. Sullivan and J. J. Shannon for March 27, 1952.

2. D. Edward Coen and Leo Leaf for March 28, 1952.

EMPLOYES' STATEMENT OF FACTS: The carrier depends upon a deep well, located at 23rd Street, Denver, Colorado, a short distance from the roundhouse on the bank of the Platte River, as its main source of water supply for the roundhouse and diesel shop.

The original installation, which was considered constructon work, of the deep well pump motor was performed by system electricians in the year 1937 on A. F. E. 32364.

The motor became damaged and was removed from the pump house on November 12, 1951, for repairs. Upon completion of the repairs to the equipment, it was reassembled by system electricians and it is to be noted that the work was performed on Thursday and Friday, one day of which was a rest day for each of the four named shop electricians as shown hereafter.

E. E. Sullivan, J. J. Shannon, D. Edward Coen and Leo Leaf are regularly assigned shop electricians, employed by the carrier at Denver, Colorado roundhouse on the day shift, 8:00 A. M. to 4:00 P. M.

E. E. Sullivan and J. J. Shannon's work days are Friday through Tuesday with rest days Wednesday and Thursday.

tion, thereby placed the carrier in a position where claims were bound to result no matter who was selected for the work. Using its best judgment, the carrier interpreted the October 4, 1946 agreement as awarding this particular job to the system electricians. The Board cannot find its decision was erroneous, for that is the only interpretation the agreement will permit.

Summing up its position in this dispute, the carrier avers—

1. The agreement of October 4, 1946, gives system electricians the right to perform all heavy repairs, and the work in question falls in this category.

2. The agreement of October 4, 1946 further gives system electricians the right to perform maintenance work on all high voltage lines.

3. Only the maintenance of this particular motor had been delegated to shop electricians under the past practice clause of the agreement of October 4, 1946.

4. The record shows shop electricians are not qualified to perform even the maintenance work on the motor in question, much less the heavy repair work involved in this dispute.

In view of the agreement between the parties, the Board must find the work question contractually belonged to the system electricians, and the claim of the shop electricians named herein must be denied.

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.

On November 11, 1951 a fire broke out in the motor of a deep well electric pump located near carrier's 23rd Street Shops in Denver, the pump thus becoming inoperative. System electricians dismantled the pump and carrier then shipped the motor to an outside firm for repairs. Upon the return of the repaired motor system electricians reinstalled it in the pump on March 27 and 28, 1952. Petitioner contends such reinstallation, or reassembly, should have been performed by shop electricians.

It is established that by virtue of the Memorandum of Agreement dated October 4, 1946, the determination in this case rests upon a decision as to whether the work in question falls within the classification of "heavy repairs." If it does, said work was properly performed by system electricians. If it does not, then shop electricians should have been assigned to this task.

Had the complete operation of dismantling, repairing and reinstalling the motor been performed by carrier's own personnel, we are of the opinion that such work should have been performed by system electricians. The task as a whole would unquestionably have come within the category of heavy repairs. The question thus becomes whether, because the reinstallation was performed by personnel other than those who performed the actual repairing, the reassembly process should be considered as a completely separate operation, and thus one not properly classified as heavy repairs.

We do not feel that such a process separation is justifiable here. See Third Division Award 2819, Shake Referee. Since the entire operation fell within the jurisdiction of system electricians, those parts thereof performed by carrier's personnel belonged to the system electricians. It follows that the claim must be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 14th day of January, 1955.