

Award No. 2623

Docket No. 2506

2-WAB-EW-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 13, RAILWAY EMPLOYEES'
DEPARTMENT, AFL (Electrical Workers)**

WABASH RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the current agreement was violated when other than Crane Operators were used to operate overhead electrically driven cranes in the Diesel Shop, Decatur, Illinois.

2. That accordingly the Carrier be ordered to compensate the following Crane Operators, on the dates shown, for the number of hours as listed below:

M. Crawley—November 22, 1955, for four (4) hours at time and one-half rate on account of Electrician James Rentfrow used to operate crane, 3rd shift.

Joe E. Miller—November 22, 1955, three (3) hours at time and one-half rate on account of Electrician P. Hicks used to operate crane, 2nd shift.

A. Koehler—November 23, 1955, six (6) hours at time and one-half rate on account of Electrician P. Hicks used to operate crane, 2nd shift.

M. Crawley—November 24, 1955, four (4) hour call on account of Electrician P. Hicks used to operate crane, 2nd shift.

Frank J. Young—December 1, 1955, four (4) hour call on account of Electrician Earl McCloy used to operate crane, 3rd shift.

Frank J. Young—December 2, 1955, four (4) hour call on account of Electrician Everett Inman used to operate crane, 2nd shift.

The provision is permissible and by the terms thereof electricians **may** be used to operate electrically driven cranes in connection with their other duties. The fact the local officers at Decatur have at times seen fit to call out a regular crane operator does not set aside or modify the rule.

Regardless of anything else, the fact remains that the action of the carrier in using electricians to operate an electrically driven crane in connection with their other duties on the dates in question was fully justified and permissible under provisions of applicable rules.

The committee's interpretation of Rule 104 to the effect that electricians may be used to operate electrically driven cranes only when they are engaged in making repairs to such cranes, is not consistent with or supported by the language of the rule. If the parties to the agreement had intended such a restricted meaning they would have employed language to that effect.

The contentions of the committee should be dismissed and the claim 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.

Cranemen were employed in the Decatur Locomotive Department during the first shift, the only shift regularly operated in that department. An overtime board listing cranemen was maintained there. A facility known as the Decatur Diesel Shop was constructed in 1949. This construction was adjacent to the south wing of the Locomotive Shop and was separated therefrom by a seventeen foot partition. An electrically operated overhead bridge crane of fifteen ton capacity was in place in the Locomotive Shop. This crane could move over the beforementioned partition and operate in either the Diesel or Locomotive Shop. The Diesel Shop worked three shifts.

These claims are based on the occasional operation of the cranes by electricians during the course of their work on second and third shifts when cranemen were not regularly on duty in the Locomotive Shop.

The carrier justifies its use of electricians instead of calling cranemen on overtime by citing that portion of Rule 104, reading:

"Electricians may be used to operate electrically driven cranes in connection with their other duties."

The organization relies on Rules 27 and 104 which are set forth in its submission. It construes Rule 104 as providing for the positions of crane operators: Rule 27, as providing for separate seniority for crane operators as a subdivision of electrical workers. It then asserts that crane operators are the only employes whose seniority rights permit them to perform such work. In support of this conclusion it points out that when the apprentice schedule was last revised no provision was made for the training of electrician apprentices in craneman's work.

We cannot find reflected in Rule 104 any intent to give crane operators the exclusive right to operate cranes. This rule concerns itself with three subjects, first, the matter of compensation which is dependent on type or capacity of the crane, and, second, the filling of vacancies, and third, the recognition of the fact that electricians, at least, will also operate cranes.

We agree with the carrier that the right to perform a class of work does not accrue to an employe, or group of employes, merely as a result of seniority. The fact that there are crane operator positions on the Locomotive Shop is not disputed. This is not an effort to set up full time crane operator assignments in the Diesel Department. Rule 27 has no application to the case at hand. In providing separate seniority for crane operators, Rule 27 does not automatically give exclusive right to crane work to crane operators.

What is lacking here to support claimants' position is a classification of work rule. We cannot imply one from the facts presented.

We do not find a violation of the Agreement.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 12th day of September, 1957.