

Award No. 3145

Docket No. 2924

2-B&O-EW-'59

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 30, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.-C. I. O. (Electrical Workers)**

THE BALTIMORE AND OHIO RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. That the Baltimore and Ohio Railroad Company has violated the provisions of the current working agreement between the Carrier and the Shop Crafts organizations, particularly Rule No. 28 covering the seniority of employes, when they assigned employes of the Electrical Department Road Force to perform routine maintenance work in the roundhouse at Cumberland, Maryland.

2. That accordingly, the Baltimore and Ohio Railroad Company be ordered to compensate electrician W. B. Keller and thirty-one (31) other electricians who hold seniority in the Roundhouse at Cumberland eight (8) hours each at prorata rate as a result of this violation from February 13 to March 1, 1957, both dates inclusive, and allocated as follows:

February 13, 1957—W. L. Squires	8 hours
M. W. Wenrich	8 hours
February 14, 1957—G. F. Eury	8 hours
D. S. Evans, Sr.	8 hours
February 15, 1957—J. R. Paige	8 hours
F. E. Squires, Sr.	8 hours
February 18, 1957—F. Cornachia	8 hours
A. T. Eyler	8 hours
February 19, 1957—W. B. Keller, Sr.	8 hours
J. R. Piper	8 hours
February 20, 1957—T. C. Smith	8 hours
E. L. Fatkin	8 hours
February 21, 1957—H. P. Leutert	8 hours
W. E. Hansrote	8 hours
C. F. Schreiber	8 hours
N. Smith	8 hours
C. L. Morgan	8 hours

February 25, 1957—	S. W. Simmons	8 hours
	K. R. Alderton	8 hours
	B. F. McGann	8 hours
February 26, 1957—	B. H. Frankland	8 hours
	E. W. Kaylor	8 hours
	T. J. Dunn	8 hours
	E. M. Decker	8 hours
February 27, 1957—	W. W. Brady	8 hours
	L. L. McKay	8 hours
	L. M. Sisk	8 hours
	R. L. Hendershot	8 hours
February 28, 1957—	C. J. McKay	8 hours
	G. S. Benson	8 hours
March 1, 1957	—C. D. Shaffer, Jr.	8 hours
	K. O. Miller	8 hours

EMPLOYEES' STATEMENT OF FACTS: The Baltimore and Ohio Railroad Company (hereinafter called the carrier) employs the above mentioned employes as electrical workers in the roundhouse at Cumberland, Maryland, holding seniority at that point in accord with Rule 28 of the current agreement. These employes are known as shop electricians and perform all electrical work in that terminal as prescribed by the rules agreement.

The carrier also employs what is known as electrical department road forces who ordinarily perform all new electrical work and reconstruction work including that line of road where no electricians are regularly employed. This group holds seniority by districts as defined in Rule 28 of the current agreement.

On February 13, 1957 and on subsequent dates including March 1, 1957, the carrier assigned employes of the electrical department road forces to perform the following routine maintenance work in the roundhouse at Cumberland, Maryland:

February 13, 1957—Replaced 1—60 ampere switch at No. 28 pit
 February 14, 1957—Replaced lighting receptacles in roundhouse
 February 15, 1957—Applied receptacle on portable welder at No. 11 pit
 February 18, 1957—Repaired fluorescent lights at No. 23 stall
 February 19, 1957—Replaced 1—60 ampere switch between No. 19 and No. 20 pits
 February 20, 1957—Repaired switch and plug receptacle at No. 16 stall
 February 21, 1957—Repaired lights at No. 24 stall
 February 21, 1957—Replaced light switch in office
 February 25, 1957—Replaced light switch between No. 24 & No. 25 pits
 February 26, 1957—Replaced light switch between No. 24 & No. 25 pits
 February 26, 1957—Repaired lights & receptacles at No. 25 pit
 February 27, 1957—Repaired lights in office
 February 27, 1957—Repaired lights in No. 5 and No. 16 pits
 February 28, 1957—Repaired light and switch at No. 7 pit
 March 1, 1957 —Renewed flexible conduit to heater motor

The record will indicate every effort has been made to effect a settlement on this case with the officers of the carrier by attempting to negotiate

CARRIER'S SUMMARY.

Where the shop electrical forces did electrical work in the shop that work, according to the electrical workers' group, belonged to the road electrical group.

The carrier submits that it is placed in a precarious, if not almost wholly indefensible position, if it must be confronted with conflicting wage claims from the two groups; i. e., the shop electrical forces and the road electrical forces, both kinds of claims handled with complete abandon by the same organization.

The carrier submits that work in shops involving renewals, new constructions, reconstruction and heavy maintenance has by tradition and past practice on this property fallen to the road electrical forces. The electrical workers' organization has itself conceded this to be true by the presentation of claims on the property.

On this basis, therefore, it is apparent these claims should be denied. The carrier requests this Board to so hold.

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.

The claim is made by shop electricians at Cumberland roundhouse because of the performance of work therein by road electricians assigned to that district. Both groups of electricians are covered by the same agreement, there is no rule establishing any line of demarcation of the work between the groups and we have no authority to write one. The employe organization offered to negotiate a memorandum of demarcation but the Carrier declined and we have no authority to direct it to do so, however desirable such an agreement might be.

Both parties rely somewhat on prior practice but do not entirely agree as to what it has been. They do agree that new construction, reconstruction and heavy maintenance is properly assigned to road electricians but do not agree that the work here involved was such work. The employes contend it was an accumulation of undone regular maintenance.

The work performed was necessary to correct electrical and other deficiencies in and about the shops, which were set forth in a report by insurance inspectors. Some of the items were new construction, some reconstruction, some could properly be termed heavy maintenance and some could obviously be considered as ordinary maintenance. They were performed as a package to meet the corrective requirements of the insurance report. It was at least an urgent and sizable reconstruction and renewal project which could not have been performed by existing shop forces in addition to their regular work, as rapidly as needed.

Under those circumstances and in the absence of any rule segregating the work between the two groups of electricians, we are unable to find that the carrier has violated the agreement, so the claim cannot be sustained.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 25th day of March, 1959.