

Award No. 3543

Docket No. 3536

2-SLSF-EW-'60

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Mortimer Stone, when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 22 RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Electrical Workers)**

ST. LOUIS — SAN FRANCISCO RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That under the Current Agreement the Carrier improperly assigned other than electrical workers to perform the work of electrical workers' craft as covered in their work scope rule in connection with the operation of a 15 ton crane installed in the new diesel shop at Kansas City, Missouri.

2. That accordingly, the Carrier be ordered to restore the operation of the Diesel Shop crane to the electrical workers' craftsmen.

EMPLOYES' STATEMENT OF FACTS: At the new diesel shop at Kansas City, Missouri, (built in 1958), the St. Louis-San Francisco Railway Co., hereinafter referred to as the carrier, installed a double girder traveling bridge crane of 15 ton capacity with a 20' span and a 170' runway from one end of the diesel house to the other side over the incoming track. This crane is operated from the floor by means of an electrical, flexible, rubber-covered, drop cable equipped with a push button station control box, which is attached to the lower end of this cable. To actuate this crane, the operator stands or walks along the floor with the movement of this crane holding the control box in one hand, and operating the push buttons with the other. The crane is used to remove and replace diesel engines, main generators, roof hatches, air compressors, traction motors, steam generators, couplers, draft gears, and other work in maintaining the operation and repairs of diesel electric engines.

This dispute has been handled in accordance with the provisions of the agreement effective January 1, 1945, up to and including the highest carrier officer to whom such matters may be appealed, with results that this officer has declined to make any satisfactory adjustment.

The agreement between the St. Louis-San Francisco Railway Co., and System Federation No. 22, Railway Employees' Department, A. F. of L., effective January 1, 1945, as subsequently amended is controlling.

POSITION OF EMPLOYES: It is respectfully submitted that under the provisions of electrical workers' Special Rule 106(b) reading:

is advanced by the petitioner in support of his position, this dispute can only be viewed as having been prematurely brought to this Division in disregard of Rule 51 of the controlling agreement and should be so treated.

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.

The crane here involved is a 15-ton traveling bridge crane operated from the floor of the shop by means of an automatic push-button control suspended from the crane by a drop cable. It was installed in 1958 and is used in handling diesel locomotive parts and other material used for diesel repair.

The electrical workers classification of work rules include, under the title "Electric Crane Operators":

(a). "Electric crane operators of more than 30-ton capacity"

(b). "Electric crane operators of less than 30-ton capacity. This refers to cranes on which operators are now assigned and cranes of this type which may be installed in the future."

Carrier urges that the term "cranes of this type" as used in the agreement refers to the cab operated type of crane and that the floor operated type does not come under the electrical workers agreement so may be operated by employes of other crafts when using the crane as a tool of their work. The organization maintains that it has been the practice on the property that an electrician or electrician-helper be used to operate all overhead traveling electric cranes and they were all included under the rule.

These provisions of the agreement became effective on January 1, 1945. On that date it appears that there were in operation seven overhead traveling cranes of less than 30-ton capacity. Five of these cranes were then operated by operators traveling with the crane in an overhead cabin and two were operated from the floor by drop ropes or pull ropes and the operator did not travel with the crane. Electricians were assigned to the operation of the five cabin operated cranes and an electrician-helper operated each of the floor operated cranes in connection with another assignment. None of these traveling cranes was operated by employes of another craft.

In 1948 a 25-ton traveling crane was installed with drop cable and push button control. No crane operator has been assigned exclusively to operate this crane but it has always been operated by electricians.

In 1953 Carrier considered whether to abandon the 20-ton traveling crane in the old flue shop and wrote the general chairman representing the electricians as follows, in part:

"We anticipate application of ground controls on the crane if it is maintained, but before doing so or making final disposition of the

crane, am wondering if it is going to be necessary to put an assigned operator on this crane, or will it be permissible to let the Communication and Signal Department employees requiring the use of the crane to operate same if and when equipped with ground controls."

All this would indicate that the very indefinite rule provision as applied on the property included traveling cranes, whether cab controlled or floor controlled, as the type referred to in the rule.

To the contrary carrier shows that in 1957, a few months prior to the installation of the crane involved, an identical crane was installed in Memphis and has been operated by employees of different crafts engaged in its use without claim from the electrical workers.

The awards cited by the opposing parties all concern different rules and cannot help us here. We think the weight of the evidence as to construction of the agreement by the parties supports the claim.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of September 1960.