Award No. 4962
Docket No. 4865
2-AT&SF-EW-'66

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Howard A. Johnson when award was rendered.

PARTIES TO DISPUTE:

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

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY (Coast Lines)

DISPUTE: CLAIM OF EMPLOYES:

1. That under the terms of the current working Agreement, the Carrier erred when they failed to assign an electrician to perform electrical work at China Basin, San Francisco.

2. That accordingly The Atchison, Topeka and Santa Fe Railway Company be ordered to compensate Electrician C. F. Parker four (4) hours at his regular rate of pay.

EMPLOYES' STATEMENT OF FACTS: Mr. C. F. Parker, hereinafter referred to as the claimant, is an hourly rated electrician regularly employed by the Atchison, Topeka and Santa Fe Railway Company, hereinafter referred to as the carrier, on the Coast Lines, in the San Francisco Bay Area, which includes San Francisco (China Bay), Oakland, Richmond and Ferry Point Mechanical Department facilities.

Prior to July 1, 1954, there existed in the San Francisco Terminal area craft seniority for each of the points therein — San Francisco (China Bay), Oakland and Richmond, Richmond including Ferry Point.

Subsequent to July 1, 1954, this San Francisco Terminal all became one seniority point, and the work therein subject to all of the provisions of the General Agreement, including the Crafts' Classification of Work Rules.

This dispute has been handled with the proper carrier officers designated by the Santa Fe Management to handle such claims and disputes, with the net result that all have denied the claim and refused to make any corrections or changes in the conditions that generated this dispute.

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

POSITION OF EMPLOYES: Pursuant to the provisions of the current controlling Agreement, particularly Rule 29, paragraph (a), Rule 92, Memo-

of the need for helper units, there remained some coupling and uncoupling of diesel locomotive units to be performed there. The Carrier decided that there was not sufficient work of that kind to justify retaining a sheetmetal worker for that purpose in the train yard and had such work performed by machinists.

This action by the Carrier was in accordance with Rule 29 (b). Item 1 of Appendix B, relied upon by the employes, is not applicable because it does not appear that there is here any controversy as to craft jurisdiction comprehended thereby."

The carrier further submits that since it was proper for a machinist to do the electrical work before and after June 23, 1954 and until February 15, 1963, it is still proper for a machinist when working at San Francisco to perform whatever electrical work is necessary.

Throughout their handling of the instant dispute on the property, the employes have contended that Machinist Chavez was sent from Richmond to San Francisco to do the work complained of. Such is not a fact. The carrier has clearly shown that the work herein complained of was performed incident to the regular inspection of Diesel Locomotive No. 2375 and that the electrical work involved was a very insignificant part of a small chore.

The carrier has clearly shown that the practice complained of is permissible under Rule 29(b) of the general agreement and is in accordance with the agreed interpretation of the June 23, 1954 Memorandum of Agreement, and it would be remiss if it sent unnecessary personnel from Richmond to San Francisco to handle work which can be performed by one man. The principle that a carrier has an obligation to operate its property as economically as possible as long as it does so within the framework of the collective bargaining agreement has been upheld by numerous awards of the several divisions of the National Railroad Adjustment Board and this carrier respectfully requests that the Second Division recognize that principle in the instant case by rendering a denying award.

Without prejudice to our position as set forth above, the employes' claim for four hours at pro rata rate is excessive, because the claimant was assigned the same hours on Sunday, April 21, 1963, as was Machinist Chavez, and the latter received only one hour at overtime rate 6:30 A. M. to 7:30 A. M. to do the entire inspection of the locomotive, of which changing out the cab heater core was only a part and the electrical work in connection with changing out that heater core was, as hereinbefore stated, a very insignificant chore that required only a few minutes to perform. The most that the claimant would be entitled to recover, in any event, would be the actual time spent in the performance of electrical work in connection with the complained of work, and the carrier has shown that he had no preferential right to that work.

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 that the Carrier violated the provision of Rule 29(a) that only mechanics or apprentices of a craft shall perform work of that craft, when on Sunday, April 21, 1963, "electrical work was assigned to Machinist Manuel Chavez" which "consisted of changing cab heater core" on a diesel engine at China Basin, San Francisco.

Until June 23, 1954, San Francisco, Oakland and Richmond on the Terminal Division were separate craft seniority points but then were made one seniority district by a Memorandum of Agreement, the fourth paragraph of which provides as follows:

> "4) When necessary in order to meet the demands of the service, if there are not qualified or sufficient members of the craft at the work location on each shift to perform their regular craft work, they will be supplemented temporarily by qualified members of the craft from other locations on the Terminal Division."

This was adopted by the parties with the following interpretation, stated by the Carrier's Acting General Manager and accepted by the Organization:

> "So there may be no misunderstanding as to Item 4 thereof, it was definitely understood and agreed in the conference at Richmond June 23, 1954, that said Item 4 was not and is not intended to require any change in the Carrier's past practice in the way of the maintenance of only such regular assigned forces as are necessary and required to handle the work, or, to put it another way, said Item 4 is not intended to require the Carrier to establish and/or maintain forces of any craft where there is not sufficient work to justify the establishment of a position for such craft."

When the Memorandum of Agreement was made no electrical workers were employed at this point, and any work of that craft was being performed by a machinist regularly assigned there, pursuant to Rule 29(b), which reads as follows:

> "(b) At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will, so far as capable, perform the work of any craft (including welding) that may be necessary. In case proper application of this rule is questioned, a joint check shall be made upon request of the General Chairman."

Due to the decrease of machinists' work there, the machinist's position was abolished as of February 15, 1963, and the work was thereafter handled Monday through Friday by two carmen assigned there, pursuant to Rule

29(b) and on their rest days, Saturday and Sunday, by a machinist sent out from Richmond to inspect diesel engines and perform any necessary work on them. In this instance he found a water leak in the core of the cab heater, and substituted another core, which necessitated disconnecting and re-connecting wires to the electric fan. This is the electrical work for which it is claimed that under Section 4 of the June 23, 1954 Memorandum an electrician should have been sent out.

However the Memorandum did not revoke or limit the application of Rule 29(b) or require any change in the Carrier's maintenance of only the necessary forces.

In their Submission the Employes state:

> "The conditions on which this Carrier is now trying to defend this claim, does not exist. Prior to April 21, 1963, the employes accepted General Manager Shelton's conditions on Item 4 of the Memorandum of Agreement dated June 23, 1954. However, when they reduced the force of Machinists at China Basin and the Electricians, Carmen and Laborers at Oakland, the Carrier automatically placed the conditions of Rule 29(a) into existence and nullified any saving clause they may believe that they had by their interpretation of Item 4 of Memorandum of Agreement dated June 23, 1954."

The argument is not clear. Neither the Agreement nor the Memorandum with its Interpretation, obligates the Carrier to maintain unneeded forces.

The Employes further argue that the situation was changed by the Memorandum, which they say amended the Agreement by "placing all the crafts' work under one seniority district of the several crafts, * * *."

The seniority rosters of the three work locations were merged by the Memorandum, but the work locations were not, and they continued to be separately maintained as such. This is made manifest by the above quotation from Section 4, and by the provision of Section 3 that the equalization of overtime at each work location will involve only the employes regularly assigned there, and by the following express provision of Section 5:

> "5) Except as provided above, rules of the General Agreement will apply separately at each work location on the Terminal Division as of the present time."

It is not contended that anything in the Agreement or the Memorandum deprived the Carrier of the right to send out the machinist for his regular work of inspecting diesels and performing any necessary work on them; nor is it argued that the changing of the heater core is an electrician's work. It is apparent that the work of disconnecting and connecting two wires was purely incidental to the machinist's work, that it requires no electrical skill and is not work of a nature generally recognized as electrician's work. Even without reference to Rule 29(b) it has long been held that the performance of such minor incidental work, even though allied to or even included in the work of another craft, is not a violation of an agreement. See Awards 100, 1996, 2223, 3824 and 3956.

The machinist was sent out, not to perform electrician's work, but to perform the work of his own craft; no electrician was present, and the disconnecting and connecting of the two wires which are claimed as electricians' work was minor and was purely incidental to the machinists' work. We can find no possible basis for a conclusion that the Carrier violated the Agreements by not sending out an electrician for the purpose.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 30th day of September, 1966.

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